# The Solicitors' Journal.

LONDON, NOVEMBER 15, 1884.

## CURRENT TOPICS.

IT IS ANNOUNCED that, in the Queen's Bench Division, common jury actions will be tried on and after Monday next, the 17th of November, when the trial of actions without juries will be discontinued until further notice.

THE COURSE adopted by the jury in the *Mignonette case* (at the suggestion of Mr. Baron HUDDLESTON), of finding a special verdict, is one which, though rarely adopted, has been said to be open to a jury in all criminal cases whatsoever (see 1 Chitty Crim. Law, 642). The special verdict must positively state the facts, and not merely the evidence adduced to prove them. And it is of special importance that all the circumstances constituting the offence should be found, "for the court cannot supply a defect in the statement made by the jury on the record by any intendment or implication whatsoever." This was laid down in *Rex* v. *Plummer* (Kel. 109), where an indictment set forth that the prisoner discharged a "fuzee charged with gunpowder and bullet" against J. H., and thereby gave him a mortal wound. The jury found a special verdict that the prisoner "did shoot off the fuzee, and thereby did kill J. H.," but omitted to state that the "fuzee" was discharged "against J. H." It was held that judgment could not be given against the prisoner; and the court delivered itself in the following manner:—"The jury might well have found that the fuzee was discharged against [J. H.]; but since they have not found that matter, we are confined to what they have found positively, and we are not to judge the law upon evidence of a fact, but upon the fact as it is found." This doctrine explains the length of the special verdict found by the jury in the *Mignonette case*, which in fact constitutes a brief history of the case.

SECTION 14 of the new Judicature Act, which we discussed some weeks ago in connection with the other sections of that Act, provides that, where any person neglects or refuses to comply with a judgment or order directing him to execute any conveyance, contract, or other document, or to indorse any negotiable instrument, the court may, on such terms and conditions (if any) as may be just, order that such conveyance, &c., shall be executed, or that such negotiable instrument shall be indorsed, by such person as the court may nominate for that purpose; and, in such case, the conveyance, &c., so executed or indorsed shall operate and be for all purposes available as if it had been executed or indorsed by the person originally directed to execute or indorse it. It is obvious that, in order to apply the provisions of this section, there must first be an order for the person to do the particular act, and then an order, founded on his refusal to comply, nominating a person to perform the act for him. But the question will arise, What is a neglect or refusal to execute or indorse? Will it be necessary that a document carrying out the object should be tendered for signature or execution to the party ordered to sign or execute? or will it be sufficient that he has stated in writing or otherwise his intention not to sign or execute? We incline to think that the document must be tendered. Again, the question arises with what signature the instrument is to be signed—that of the party in default, or that of the party nominated, or must it be signed by the party nominated, expressly on behalf of the party in default? The best course will probably be to have this last question settled when the court is moved for the order to nominate.

THE REPORT of the Liverpool Incorporated Law Society, extracts from which we print elsewhere, contains a scheme for improving the system of sales of real property by public auction, which has been adopted by a special general meeting of the society. It is interesting to hear that the system of sales by auction which so impressed the 'Tribunal' by which the Remuneration Order was issued as to induce it to attempt to apply to the whole of England the practice of two provincial cities, is capable of improvement. Soon after the issue of the Order, an eminent authority in Liverpool wrote us a letter, in which, describing the practice in that city, he said:—

> "The solicitor prepares and inserts the advertisements. The printer sees to the posting of the sale placards on the walls. The solicitor distributes a portion of them among the members of the profession, and engages the auction-room, and, in fact, does all except actually 'offer' the property; and why, when he has done so much, he should refrain from qualifying himself to do what little remains by taking out the necessary licence, and should, at the critical moment, hand over the disposal of his client's property to a person whose chief occupation is to 'knock down' chairs and tables, is quite incomprehensible to a Liverpool solicitor."

Now, the first thing to be observed about the new scheme for improving sales by auction is that an auctioneer is to be employed. It may be concluded, therefore, that, even in Liverpool, the notion that solicitors would become licensed auctioneers has been given up. In the next place, it is to be observed that the same auctioneer is to be employed to conduct the whole of each day's sales; from which it may be surmised that it is found desirable to employ a higher class of auctioneer than can be got for the fee of one guinea per lot, if bought in, or two guineas if sold. And it is further proposed that the duty of advertising sales in the newspapers, and of printing "bills in large type suitable for fixing in windows or otherwise on the property," is to be confided to the clerk of the Sales Committee of the society, a fee according to scale being paid to him. It may be conjectured that this indicates some growing dislike on the part of even Liverpool solicitors to this drudgery. The fee payable to the clerk is to cover expenses of advertising, use of room, *auctioneer's fee*, &c.—all these payments being included in one aggregate sum, which, we presume, is to be paid by the client in addition to the fee to the solicitor for conducting the sale by public auction.

THE HARSH DECISION of the judge of the Manchester County Court in *Ex parte Vaughan, In re Riddeough*, which we reported in the last volume of this journal (28 SOLICITORS' JOURNAL, 652), and commented upon in the same number (p. 647), has been overruled on appeal by a divisional court of the Queen's Bench Division (see the case reported in another column). It will probably be within the recollection of our readers that in that case the debtor had executed a deed of assignment for the general benefit of his creditors, to which, however, all the creditors had not assented, and the debtor was subsequently adjudicated bankrupt upon the act of bankruptcy committed by the execution of the assignment. The official receiver having been appointed trustee (the assets being estimated at less than £300 in value), moved the court for an order against the trustee under the deed of assignment, requiring him to hand over all the moneys he received thereunder, and disallowing any payments made by him in respect of the estate. The bulk of these payments consisted of wages incurred in continuing the business under the instructions of a committee of inspection, consisting of some of the principal creditors, and for the purchase of goods of which the estate had received the benefit; but though this fact was pointed out by the solicitor who appeared for the trustee under the assignment, the judge was of opinion that the trustee was in the position of having carried on the business as a volunteer, and that he was not entitled to ask that even the costs incurred by him in increasing the estate, or the expenditure made by him in carrying on the business, should be allowed in his favour as against the creditors. The result of this decision, as we pointed out, was that the estate would have been thereby augmented

to the extent of nearly £300 at the expense of the trustee. It is satisfactory to know that the Divisional Court have seen their way to overrule this decision, notwithstanding the somewhat ominous intimation of the Solicitor-General that the case was being prosecuted by the Board of Trade, not merely with reference to the particular facts, but because of the many cases in which attempts were being made to "evade the Bankruptcy Act" by arrangements of this kind, that is, we presume, as a warning to evil doers in this way. In the result the court ordered the appeal to stand over to enable an inquiry to be made as to what were the goods of the debtor converted by the trustee under the assignment. The result of such an inquiry will, no doubt, be to make the trustee responsible only for the value of the estate when he took possession; but not, as the result of the county court judge's decision would have been, to make him account for it three times over: first, as it originally stood; secondly, as it was realized by him in cash; and, thirdly, as it was re-converted by him into stock in trade, in which form it was taken possession of by the official receiver under the bankruptcy.

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The Agricultural Holdings Act, 1883, has as yet given rise to surprisingly little litigation, but it would be somewhat rash to conclude that this happy state of things will continue. Questions are being mooted which are tolerably certain sooner or later to require solution by the courts. The decision of the Westmoreland county court judge in *Brunskill* v. *Atkinson*, which we reported last week, does not touch any of these questions. It seems to have been to the effect that a tenant may receive compensation both under an agreement made before the commencement of the Act of 1883 and also under that Act. It is somewhat difficult to understand the decision in the absence of a more detailed statement of the facts of the case than that which was supplied to us; but we presume that the meaning is, not that the tenant can claim compensation in respect of the same improvements both under the agreement and under the Act, but that in respect of improvements executed before the commencement of the Act, and not provided for in the agreement, but provided for in the Act, he may obtain compensation. We should not have thought that there was any doubt as to this under section 2 of the Act. The other point decided by the judge—that hay and straw purchased for fodder or stable use is not "purchased manure" within schedule 1, part 3 (22), of the Act—seems to be unquestionable.

The Nottinghamshire farmers and landowners have been greatly exercised over a scale of allowances agreed upon by the Nottinghamshire valuers as suitable for the county under the Agricultural Holdings Act, 1883. These allowances were embodied in a scale, and, as we understand the matter, were intended to be applied upon all valuations for compensation for improvements under the Act, so that instead of the valuers entering upon arbitrations under the Act with a simple view to give the outgoing tenant "such sum as fairly represents the value of the improvement to an incoming tenant," as provided in section 1 of the Act, the valuer would refer to the fixed scale, and award the sum therein specified for each item. For instance, in part 1 of the 1st schedule it was proposed that the allowance should be:—

"Laying land down to permanent pasture. The allowance for properly laying down arable land to grass to be £3 10s. to the end of twelve years, and nothing after."

The proposed scale was strenuously objected to as a contravention of the spirit of the Act, and as enormously increasing the tenant right existing under the custom of the country; and ultimately it was resolved that a committee be appointed, to consist of landlords, tenants, and valuers in equal numbers, to prepare a report embodying the principles of a proper agreement between landlord and tenant, specifying what allowances are to be made on both sides as fair and reasonable compensation, to be substituted for compensation under the Act, by virtue of section 5. We have long been convinced that this is the way in which the intention of the Act can be most satisfactorily carried out, and the chambers of agriculture throughout the country will do well to imitate the example set at Nottingham.

We may add, while on this subject, that the fact should not be lost sight of that the limit of time within which arrears of rent existing at the time of the *passing* of the Act (*i.e.*, 25th of August, 1883) can be recovered by distress, under section 44, is now rapidly approaching. The odd thing is that for arrears due on the 25th of August, 1883, the landlord has up to the 31st of December next within which to distrain, whereas for arrears due on the 29th of September, 1883, the landlord had only till the 29th of September last within which to distrain.

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## INFANTS' NECESSARIES.

The case of *Barnes* v. *Toye* (L. R. 13 Q. B. D. 410) decides a point of some importance with regard to the liability of infants for goods supplied to them. The question in the case was whether, in an action for the price of clothes supplied to an infant, the fact that the defendant was already well supplied with clothes before he purchased the articles in question was material to the issue whether such articles were necessaries, in the absence of any evidence that the plaintiff was aware that such was the fact. The question arose on a motion for a new trial, the learned judge at the trial, A. L. Smith, J., having ruled that the jury must disregard the evidence that the defendant was already sufficiently provided with clothes. The court, Field and Lopes, JJ. (Manisty, J., doubting), held that the learned judge had misdirected the jury, and ordered a new trial. Mr. Justice Manisty doubted whether the court were not bound by the decision of the Court of Exchequer in *Ryder* v. *Wombwell* (L. R. 3 Ex. 90), in which case the judges decided that such evidence was immaterial unless it could be shown that the plaintiff knew the state of the defendant's wardrobe. The case of *Ryder* v. *Wombwell* went, however, to the Exchequer Chamber, and was there decided on another point (L. R. 4 Ex. 32). The court did not overrule the decision of the court below on the point in question, but expressly refrained from deciding it, Willes, J., who delivered the judgment, saying that it was a question of some nicety, and that the authorities were not uniform.

It seems curious that such an obvious question should remain open, or, perhaps, we ought, since *Barnes* v. *Toye*, to say should have remained open, so long. Mr. Justice Field, indeed, did not seem to think it was an open question, and treated it as concluded, at any rate, in the Queen's Bench Division by *Bainbridge* v. *Pickering* (2 Wm. Bl. 1325); *Brayshaw* v. *Eaton* (5 Bing. N. C. 231); and *Foster* v. *Redgrave* (L. R. 4 Ex. 35, n. 8). But, at any rate, the question would appear to be open in a court of appeal, especially after what was said by Willes, J., in *Ryder* v. *Wombwell* in the Exchequer Chamber. We take it that in the main it is a question of expediency. The legal *status* of an infant, as it exists at present, was probably determined by various considerations, but his incapacity to contract has generally been treated by the judges as established by the law for his protection. To this incapacity an exception, to some extent, must necessarily be made—viz., in the case of necessaries—or else that which was designed for the infant's protection would have the opposite result. He is to be protected from improvident bargains on account of his youth and inexperience; but, if he could make no bargains at all, possibly he might, under some circumstances, starve, or go naked, or have great difficulties in procuring the necessaries of life. The exception, therefore, like the rule, is primarily designed for the infant's benefit. Mr. Justice Lopes took this as being the governing view on the subject. He says:—"A contract by an infant for the supply of goods to him cannot be enforced unless the articles are necessaries, the policy of the law being directed to the protection of infants. In point of fact, a tradesman dealing on credit with an infant does so at his peril, and must lose his money (that is, if the infant does not voluntarily pay him) unless he can prove that the goods supplied were necessaries for the infant according to his station in life. That being the law, we come to the question, What are necessaries?" He proceeds to point out that, if the contention for the plaintiff were correct, "the protection given to the infant would depend entirely on what might be the state of knowledge of the tradesman, and one effect would be to deprive the infant of the protection intended to be extended to him by the law."

The argument *per contra* is that it is very hard on the vendor to make the contract void in the case of articles in respect of which an infant is *primâ facie* competent to contract by reason of circumstances which are, *ex hypothesi*, not within the vendor's knowledge, and of which in many cases it is difficult, if not impossible, for

him to inform himself. But, as an observation of Lopes, J., suggests, a similar hardship often arises in reference to the fact of infancy itself. The appearance of the purchaser may be inconclusive, and the vendor frequently has no certain means of knowledge of the purchaser's age. Even if he inquires, all infants do not speak the truth. And it has been held that even the fraud of the infant is no defence to a plea of infancy. It is obvious that, if the knowledge of infancy had to be brought home to the vendor, in many cases the protection intended to be given to the infant would be illusory. The argument of hardship upon the tradesman, when looked into, appears to have but little force. The question concerns articles alleged to be necessaries supplied on credit. No tradesman is obliged to deal in such articles on terms of credit with young persons, or, indeed, with any persons. If it be said that, practically speaking, the exigencies of business compel him to give credit, even to infant customers, the meaning of the statement, translated into more accurate terms, is that it is more for his advantage from a business point of view to give credit, and run the risk, than to insist on ready money or make inquiries into the age or circumstances of his customers. But, that being so, there is no real hardship in the case.

In truth, it is questionable whether the practical operation of the law is not, as it is, too lenient to the tradesman in many of these cases of infants' contracts. In all cases, where the articles supplied can, by any reasonable possibility, be regarded as necessaries, the question whether they are so or not is one for the jury, the majority of whom are frequently tradesmen themselves, and, certainly, it is not the tendency of juries to narrow the meaning of the term "necessaries" unduly. The supply of expensive articles of luxury, alleged to be necessaries, to young men on credit in places such as university towns, is, in many instances, carried to an extent which is most undesirable. We are decidedly of opinion that it is expedient that the law should throw the risk of loss upon the tradesman, if it should turn out that the supply of articles, though such as a jury might find to be in the nature of necessaries, was unnecessary by reason of the infant having already a sufficient supply of them, even although the tradesman did not know of the pre-existing supply. As Lopes, J., remarks, if the law were otherwise, the protection given to the infant would be most undesirably curtailed. We therefore hope, if the question ever comes before the Court of Appeal, as, one would suppose, it sooner or later ultimately must, that court may see its way to affirming the opinion expressed in *Barnes* v. *Toye*.

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### I. ORGANIZATION GENERALLY.

#### 3.—The Solicitor's Clerks.

In approaching this subject we are conscious that it presents in one aspect a smaller area of common ground to solicitors as a profession than almost any other on which we may have occasion to touch, and for very obvious reasons. The staff of clerks, which will barely suffice to accomplish the needs of the great firm of A., B., C., and D., would hardly be able to be packed, on the sardine principle, inside the modest office of E., whose net professional earnings would, perhaps, not bear the test of comparison with the salary of one of their managing clerks. Still, we think that the subject admits of a good many observations of general interest, and we will try to justify that opinion.

When it is borne in mind how large are the outgoings of a solicitor's business relatively to his earnings, and that in so far as the very large item (still speaking relatively) of salaries is concerned the burden is a more or less fixed one, while the amount of incomings in any given year is dependent on a hundred unknown quantities, it is not to be wondered at if, in times of general or individual dearth, the observation is sometimes wrung from a solicitor, in the bitterness of his soul, that he carries on his business for the benefit of his landlord and clerks. In many trades and callings the staff of subordinates employed shrinks and expands according to the depression and prosperity of a week. But, although a solicitor's clerks—or some classes of them—may be hired on terms which allow of their dismissal at a week's notice, there are many reasons which render it most undesirable, and, indeed, practically impossible, for him to perpetually dismiss and engage clerks according to the momentary exigencies of his business. If his work steadily grows, he will certainly need a gradual enlargement of his staff. If his work steadily falls away, he will as certainly recognize the painful necessity of reducing his staff. But, in so far as the ordinary vicissitudes of practice are concerned, he will take the rough with the smooth, and while his clerks will, to use a homely phrase, 'eat their heads off' in a lean year, they will bring grist to his mill in a fat year.

But behind all this lies a very important matter—the number and composition of the staff which it is necessary or desirable for a solicitor to maintain for the conduct of his business. Of course, it goes without saying that the nature and extent of the business will very largely determine the requirements in the matter of clerks. By business we mean, not so much the actual amount transacted in a year, as the extent, variety, and character of the sources from which work may reasonably be expected. Apart from any fixed appointments which he may hold, a solicitor cannot possibly state with certainty on the 1st of January in any year how much money he will earn during the year. But if he acts for several important companies, or for some great landowner, or his profits for some years past have shown a tolerably even average, or, better still, a steady rate of progression, he will be able to judge with comparative certainty as to the amount of clerkly assistance which he will need. Admitting, however, to the fullest extent that each solicitor should be the best judge of his own individual needs, and that no formula can possibly be propounded for general adoption in all or even in many cases alike, we venture to offer the following general reflections upon points which may, we think, be wisely borne in mind in the selection of a staff and in connection with the mutual relations of principal and clerk.

It is evident that, before determining the number of his clerks and the nature of the duties to be assigned to each, a solicitor should first ask himself what limits he proposes to assign, generally speaking, to his own personal and individual work, and that the right setting out of those metes and bounds is a matter of very considerable practical importance. We think that some solicitors make the mistake of leaving too little to be done by their clerks. This is not precisely equivalent to saying that some solicitors employ too few clerks, because a solicitor may have quite enough clerks for the proper working of his business and yet do many things himself which might, with greater advantage, be left to subordinates. Instances may be met with any day of solicitors who, with a very competent and sufficient staff, nevertheless fidget and worry themselves over petty details, and whose time and talents might be infinitely better and more profitably employed in higher and larger professional duties. This inability to view the true proportions of labour has the invariable effect of subordinating the major to the minor, and produces the type of solicitor who is always behindhand in his work, if he has any quantity of it worth speaking of, and may generally be found in a state of nervous irritation, to the extreme discomfort of himself and all about him. On the other hand, there is no doubt that a very ill-judged penny wise and pound foolish notion of economy has often much to answer for in this matter. By subjecting himself to all sorts of small miseries, protracting his working hours beyond the limits at which happiness and even health make their retiring bow, deteriorating the quality of his mind by giving it up largely to objects wholly undeserving of any considerable share in his time and attention, and playing a combined *rôle* of principal and office drudge, a solicitor may succeed in accomplishing—what object? He may save the salary of a clerk, or even, possibly, of two clerks. That is the total gain. But against this must be put the loss; and this is made up not merely of the direct cost to himself which we have indicated. Many other contingencies besides these must be debited on the adverse side of the account. If he has enough business to occupy his time habitually when working as a principal should work, it follows that he is using some part of it, at least, to less profit than, even allowing for the salary of a clerk, would be the case if he were to leave to clerks the work which is fitting for them to do. In other words, he will get through less business and make less money. Again, granting the same conditions, his work will fall into arrears. He will gain with his clients the reputation, most injurious to a solicitor, of having too much to do, or the reputation, still more injurious, of neglecting his business. Thus a contingent, but by no means remote, probability of losing offended clients must be added to the disadvantages of working with an insufficient complement of clerks. We believe that in the art of using adequately and judiciously the services of others, while keeping over all the master's guiding hand, lies no small part of the secret of success, beyond a certain narrow limit, in a solicitor's calling. Of course, up to the point at which a solicitor's time is fully occupied, it is purely a matter of personal taste and means whether he will do what is commonly considered a clerk's work or not. If, having nothing else or nothing better to do, he prefers to make a copy of a document in preference to paying a law stationer or a clerk to do it for him, there is nothing to be said beyond this, that the habit of occupying time to any extent in labour requiring no exercise of the intellect is certainly not conducive to originality or elevation of mind. Our observations are directed rather to point the warning of these cases—cannot every solicitor of

experience call many such to mind—in which *Altiora peto deteriora sequor* might justly be written, in the particular sense of which we have been writing, over the solicitor's office door.

There is just one other motive cause, of which we will say a word, as operating on some practitioners to render them prone to undertake over-much of the work of a clerk—fear of responsibility. There is no doubt that a solicitor carries on his business under heavy legal responsibility. He sends a clerk to make a search for incumbrances; the clerk overlooks one—woe betide his luckless master! But this is the cost to be counted by every man who enters the profession. If he is ever to do any quantity of business it will be perfectly impossible for him to guard effectually against the risks of employing the brains, eyes, and heads of others. If he closes up nineteen doors of responsibility, the mistake which costs him dear may creep out of the twentieth which he has left unlocked. To exercise vigilant and close supervision, to put down with a strong hand any indication of laxity of practice or heedlessness in work. That is one thing. To cultivate the fear of responsibility until it becomes an over-mastering disease, paralyzing the energy, and making life bitter with minute precautions and endless apprehensions of remotely possible and often wholly imaginary dangers. That is another and very different thing, and we confess to having little sympathy with it.

We have dwelt upon the evils of a solicitor leaving too little to be done by clerks. There is, however, another and directly converse evil—some solicitors leave too much to be done by the clerks. We are not speaking, of course, of sudden emergencies and exceptional occasions. A sclicitor cannot be in two places at once, and must at times delegate to others that which he would have personally attended to had it been possible. We refer rather to the form of faulty organization which allows the solicitor's clerk to deal habitually with matters that are really beyond his knowledge and experience—without any effective check or supervision. We suspect that most barristers could tell strange stories of the utter darkness in which they have at times been left of the facts and merits of a case after reading what has purported to be a brief, or case for opinion, and that in few of these instances could the actual parentage of the document be traced to the solicitor whose name is on the back of it. We are tempted to give one case in point. We remember being shown not very long ago a set of instructions which had been sent to a counsel learned in the law to prepare a statement of defence in a heavy and important case. The plaintiff's property had been seriously damaged by an overflow of water, and he sought to hold the defendant responsible. The defendant's case was, shortly, "act of God," and the point was raised in the instructions, to the best of our recollection, in the following terms: "The occurrence which has done the damage is an act of God which has never happened before, and it may safely be said that it will never happen again. Counsel will please settle a statement of defence to this effect."

We have said that some solicitors leave too little, and others leave too much, to be done by their clerks. It may very naturally be asked—and we cannot escape from a question which is the logical *sequitur* of our own observations—what is the happy medium? Our answer is, that the happy medium no more admits of any kind of any hard-and-fast definition for all alike than the exact number and quality of the staff of clerks. But it does, we think, admit of certain sound axioms. In the first place, we think that a solicitor should, above all things, so arrange his work as to admit to the largest possible extent of being personally accessible to his clients; should, if we may be forgiven the simile, be as much as possible behind the counter. All his arrangements should radiate from this as the central key-note of the organization of his office. All things are relative, and the solicitor who has few clients will, of course, be compelled personally to carry out the instructions of each to a great extent, because he will not be able to afford to keep a large number of clerks, and will necessarily be out and about a good deal in the course of each day's work. His more fortunate brother who has many clients will be able to keep more tightly glued to his chair. But whether the clients be few (and it should always be remembered that the few may become many) or plenteous in number, the observation holds good—the difference consisting only in the extent to which it is practicable to act on it in varying circumstances. Next, we hold what is, perhaps, not much more than another way of putting our first axiom, that, as a rule—admitting, no doubt, of many special exceptions, both as to individuals and circumstances—clerks should not come into direct personal contact with clients. The client comes to see A., his solicitor, and, although A.'s clerk may in a particular case be perfectly able to do what is necessary, the legal rose by any other name does not usually smell as sweet to the client, and he walks away, perhaps, with a sense of having been slighted, which may grow into a belief that his interests will be better served by B., who will, he knows, be only too glad to see him personally on all occasions. Again, we think that, in the selection of work for himself, a solicitor should always aim at doing the most important and responsible—should, so to speak, work downwards to his clerks, and, convertibly, should let his clerks work upwards to him. They may, according to their several grades, render invaluable service to him by collecting materials, taking down evidence, attending appointments not requiring a principal's presence, carrying through the details of some step in an action that he has decided on, preparing drafts for his settlement, writing letters for his approval, attending to the routine work of his office, and in many other ways. It is for the solicitor to avail himself of this help up to the point at which his own brains, energy, and experience should be brought into action. It may be to decide as to taking this or that step, to select witnesses, to settle a draft, to write a letter requiring care and judgment, to prepare a brief or case, to conduct a difficult interview, to attend a consultation, or the hearing of an important case, or what not. Lastly, the solicitor should never lose his hold of all that is going on in his office. However great his confidence may be in his clerks, he should always be the supreme head and vigilant overseer of everything done in his name and on his responsibility. This may be difficult and irksome at times of pressure, but we are persuaded that it is largely a matter of habit, and may become, like most habits, almost a second nature if the plan is systematically followed.

We shall have more to say under the present head of our subject next week.

## RECENT DECISIONS.

### EXEMPTION FROM INCOME TAX.

(*Paddington Burial Board* v. *Inland Revenue Commissioners*, 32 W. R. 551, L. R. 13 Q. B. D. 9.)

In this case it was decided by the Divisional Court that the surplus income of a burial board (appointed under 15 & 16 Vict. c. 85) payable "to the overseers in aid of the rate for the relief of the poor in the parish" (see section 22) was liable to income tax. The soundness of this decision appears to us to be open to grave doubt. From the reports of the case the claim to exemption on the ground of the surplus being applicable to charitable purposes does not seem to have been very strongly urged, and, indeed, the enactment on which the claim would be grounded is not mentioned. It is difficult to see the bearing of Mr. Justice Day's remark as to the exemption claimed; he is reported to have said, "It is really no more a charity than any other business is." His lordship seems to have confounded the business of the burial board with the purpose to which the surplus income was applicable. Both Mr. Justice Day and Mr. Justice Smith appear to have said,—it was wholly immaterial what was the destination of the profits; as soon as profits were shown income tax attached.

Now, there is high authority for saying that this statement of the law is much too broad, for Lord Blackburn, in *Mersey Docks* v. *Lucas* (L. R. 8 App. Cas. 891, at p. 910), said, "There is nothing in the words of the Act to say that where an income has been actually earned, when an actual profit upon which the tax is put has been earned and received by any person or corporation, her Majesty's right to be paid the tax out of it in the least degree depends upon what they are to do with it afterwards, *except in certain excepted cases, such as charitable trusts and some others.*" What, then, is the exception here referred to by Lord Blackburn as respects charitable trusts,—we are dealing, of course, with schedule (D.)? Section 105 of 5 & 6 Vict. c. 35, enacts that "any corporation, fraternity, or society of persons, and any trustee for charitable purposes only, shall be entitled to the same exemption in respect of any yearly interest or other annual payment chargeable under schedule (D.) of this Act in so far as the same shall be applied to charitable purposes only as is hereinbefore granted to such corporation, fraternity, society, and trustee respectively in respect of any stock or dividends chargeable under schedule (C.) of this Act and applied to the like purposes." The section then proceeds to say how the benefit of the exemption is to be obtained. What is in section 105 referred to respecting stock or dividends chargeable under schedule (C.) appears to be the third case of exemption from the duties, which is as follows:—"The stock or dividends of any corporation, fraternity, or society of persons, or of any trust established for charitable purposes only, or which, according to the rules or regulations established by Act of Parliament [&c.] shall be applicable by the said corporation, fraternity, or society, or by any trustee to charitable purposes only, and in so far as the same shall be applied to charitable purposes only." The expression "annual payment" in section 105, it must be admitted, seems to refer to annual payments, spoken of in the immediately preceding sections, made out of profits chargeable, and consequently liable to deduction of tax; but surely the enactment must apply equally whether the payment involves the whole profits or only a portion of them.

So far our endeavour has been to show that profits applicable to charitable purposes only are not liable to income tax. The remaining question is, Were the profits in the case under discussion so applicable? Mr. Justice Day, according to the report in the WEEKLY REPORTER, appears to have interrupted the argument for exemption by saying "the object of the charity would be the ratepayers, not the poor"

—meaning, evidently, that therefore the purpose could not be charitable. This, however, is directly contradicted by *Doe d. Preece* v. *Howells* (2 B. & Ad. 744), which could not have been present to his lordship's mind. For in that case it was decided that a demise of land to certain persons "in trust for the churchwardens and overseers of the poor and inhabitants of the parish of St. O. for the time being to the intent that the rents and profits *might be paid and applied for their use and benefit from time to time in aid of the rate for the relief of the poor*" created a "trust for the benefit of a charitable use," and, not having been enrolled, was void under the Mortmain Act of 9 Geo. 2, c. 36.

It appears to us that the surplus profits of the burial board were, in the case under consideration, applicable to a charitable purpose only, and we much incline to think that, on this ground, they were exempt from income tax. To say the least, it seems very unfortunate that the question of exemption was not more fully discussed and considered than it appears to have been.

## CORRESPONDENCE.

### THE INCORPORATED LAW SOCIETY'S CALENDAR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I would suggest a much simpler plan than Mr. Miller's, in reference to denoting the practising place of solicitors in the Calendar. It is this:—If, before a certificate is taken out, a note were put on the slips, asking solicitors to give their practising address *first*, the others (if any) following, and the slips were copied in the same manner in the Calendar, with an explanatory note at the beginning of the list, this, I think, would meet the difficulty much better, and with very little extra outlay. F. HOPE GILES.

### SOLICITORS' LAW LIBRARIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have just read with interest your remarks on solicitors' law libraries. I quite agree with you, and can state that the office I was assigned to was as badly off for books as any I ever came across. The library, save the mark, was as follows:—Daniell, 1871; Edw. Chitty, 1866; Prideaux, Conveyancing, *circa* 1860; the Bankruptcy Act, 1869, Queen's Printers' Copy; Addison on Torts, *circa* 1856; Day's Common Law Procedure Acts, 1868; and two Queen's Printers' copies of the Judicature Acts and Rules, which last were kept by the principals under lock and key. This was what was provided for the work of the office and two articled clerks' studies. No legal paper was taken, and the only volume of statutes was one for the year 1864. I had a fairly good entering at pestering officials as to what to do on all manner of points, and had it not been for the books my co-clerk and myself supplied, the principals would often have been left in the lurch.

I hope you will touch on the attention paid to articled clerks. The sole attention I received, beyond attention to copying and saving the stationer, of which I had plenty in three years and a half, was as follows:—One principal asked me how soon, after delivery, he could sue on a bill of costs, which point he happened to know, and the other was once asked by me what a "rest" was, and he frankly and truly replied he didn't know. E.

## CASES OF THE WEEK.

### COURT OF APPEAL.

R. S. C., 1883, ord. 65, r. 6—Practice—Security for Costs—Trustee in Bankruptcy.—In a case of *Pooley's Trustee in Bankruptcy* v. *Whetham*, before the Court of Appeal on the 6th inst., a question arose as to the power of the court to order a plaintiff who sued by his official name of "the trustee of the property of Pooley, a bankrupt," to give security for the payment of the defendants' costs. Section 83 of the Bankruptcy Act, 1883 (as did section 83 of the Bankruptcy Act, 1869) enables the trustee of a bankrupt to sue and be sued by the official name of "the trustee of the property of , a bankrupt." The defendants in the present case moved for an order that the plaintiff should give security for their costs of the action, and they adduced evidence to the effect that about 1874 the plaintiff was adjudicated a bankrupt and had absconded; that he had paid a dividend of 10d. in the pound only, and was discharged by an order of the 22nd of June, 1881; and also that, in 1880, he had entered into a liquidation by arrangement with his creditors. He was appointed trustee in Pooley's bankruptcy in 1883. Pearson, J. (32 W. R. 1017, 28 Solicitors' Journal, 688), refused the application, being of opinion that there was no sufficient evidence, though the circumstances were undoubtedly suspicious, to show that the trustee was not a solvent person. His lordship also held that, although security for costs might be required from a trustee in bankruptcy who was insolvent, the mere fact that such a trustee availed himself of his statutory right to sue under his official title only, and not by his own name, did not give the defendants any absolute right to obtain security for costs. But his lordship said that he could not accede to the argument that, when a trustee sued by his official title only, he did not make himself personally responsible for costs, and he expressed his dissent from the decision of the Court of Queen's Bench in *Denston* v. *Ashton* (17 W. R. 968, L. R. 4 Q. B. 590), that the assignee of a bankrupt, suing for the benefit of the bankrupt's estate, would not be required to give security for costs, even if it was shown that he was insolvent. The Court of Appeal (Baggallay, Bowen, and Fry, L.JJ.) affirmed the decision. On behalf of the appellants, it was contended that it was clearly established that the plaintiff was hopelessly impecunious, had no visible means, and would not be able to pay costs if the action failed, and that, even if the trustee were perfectly solvent, he was not in the same position as an ordinary litigant, being liable to be removed by the creditors without any notice whatever to the defendants, and in that case the action might be discontinued by his successor, and then the defendants would have no person or fund to look to for payment of their costs. Baggallay, L.J., said that there were certain circumstances which had from time to time been recognized as special circumstances entitling a defendant to obtain from the plaintiff security for costs, and first and foremost of these was insolvency of the plaintiff. In this case the grounds alleged in support of the application were—first, that the plaintiff was an insolvent person, and, secondly, the official character which he filled as trustee of the bankrupt. Upon the first point it appeared to him that there was no sufficient evidence of insolvency. There was nothing to indicate that the plaintiff, whose appointment as trustee in 1883 had been sanctioned by the Court of Bankruptcy, was in insolvent circumstances after June, 1881, so as to render him incapable of paying costs in July, 1884. It had been urged that, by reason of his suing as trustee in bankruptcy of Pooley, there would be no one to whom the defendants could look for payment of their costs in the event of the action being dismissed with costs; and it was also suggested that he was liable to be removed, and some one else appointed as trustee in his place. If, however, he should be removed from his office of trustee, the difficulty was met by ord. 17, r. 4, of the R. S. C., 1883, which provided that when, from a change or transmission of liability, it became necessary or desirable that any person not already a party should be made a party, an order might be obtained to carry on the proceedings between the continuing parties and such new party. If no one else should be appointed in his place the present plaintiff would remain liable for costs; but if a new trustee was appointed and was by an order of the court substituted as plaintiff, that person would then become liable, and in a proper case of insolvency an application for security might be made. Bowen, L.J., was of the same opinion. Assuming that the alleged insolvency had not been established, then it was said that the case was one presenting special grounds for ordering security for costs to be given, inasmuch as by the Act of the Legislature this plaintiff was suing under his official title, and not by his own name; and as he was not a real, but only a nominal, plaintiff, the court was bound to see that there was some tangible person on the record to abide the brunt of costs. But that argument rested on the assumption that the plaintiff was not a real person, and it would be a most singular effect of legislation if it were to be held that the Act had given the trustee in bankruptcy a *quasi*-corporate capacity, with this additional provision, that he might at any time get out of the litigation which he was authorized to institute in that capacity. *Quasi*-corporate bodies were not unknown to the law, but it certainly would be a most extraordinary result if a trustee in bankruptcy should be enabled thus to quit his shell, and leave it entirely vacant. The Act directed that there should be a devolution of the estate, and power was also given to the creditors from time to time to change the trustee, and at every single change there would be a new devolution of estate. It did not, however, follow that for the purposes of litigation such a change could take place without the knowledge of the defendant, or without notice to him. As in the case of a partnership, the members of a firm might change, and litigation be still carried on on behalf of the partnership; so here the litigation might be continued by the new trustee after an order for that purpose had been obtained by the plaintiff. Fry, L.J., concurred.—Counsel, *Cozens-Hardy*, Q.C., and *Grosvenor Woods*; *Higgins*, Q.C., and *Northmore Lawrence*; *Cookson*, Q.C., and *Emden*. Solicitors, *Snell, Son, & Gremip*; *Harper & Battcock*; *Newman, Dale, & Stretton*.

Restrictive Covenant as to Use of Land—Building Estate—Alteration of Character of Property—Acquiescence—Injunction—Damages—Lord Cairns' Act.—In a case of *Sayers* v. *Collyer*, before the Court of Appeal on the 8th inst., a question arose as to enforcing the performance of a restrictive covenant as to the use of land. The plaintiff and defendant were the owners and occupiers of houses on adjoining lots of an estate which had been purchased by a land company and laid out in lots for building purposes, the lots being sold to different purchasers. The plaintiff and the defendant held their lots subject to the covenants entered into by the original purchasers from the land company. Each of the original purchasers entered into covenants with the vendors and the owners of the other lots on the estate not to erect or use buildings on his lot for shops, nor to carry on any trade thereon. The plaintiff bought his house in September, 1877, and occupied it as his private residence. In April, 1879, the defendant bought from the original purchaser a house, at that time, to all appearances, meant for a public-house or beer-shop, and obtained an "off" licence for the sale of beer, and used his house as a

beershop, renewing his licence from year to year. The plaintiff claimed an injunction to restrain the defendant from using his house as a beershop, and he also claimed damages. There was evidence that the plaintiff became aware of the use of the defendant's house as a beershop immediately after it had been opened, but had taken no steps to stop it until he brought the action in March, 1883. The plaintiff had himself for some time bought beer at the defendant's beershop. The plaintiff's explanation of his delay in endeavouring to enforce the covenant was that his own house was mortgaged, and that, until he was able to pay off the mortgage, and get back his deeds, in 1881, he was not aware that he had a right to enforce the covenant. Several other houses in the same block as the defendant's house had been used for the purposes of trade, though they had not been structurally altered into shops. A greengrocer, a bootmaker, and a dressmaker had carried on business in their houses, giving notice of their trades by means of cards in the window. It also appeared that most of the houses in the same terrace as the plaintiff's house were occupied, not by a single tenant, but each by two families occupying portions of the house as separate tenements at weekly rents of 4s. and 5s. Pearson, J., held (32 W. R. 200, L. R. 24 Ch. D. 180 27 SOLICITORS' JOURNAL, 585), that the character of the block of houses had been so completely altered from its character of a residential property that the principle of *The Duke of Bedford* v. *The Trustees of the British Museum* (2 M. & K. 552) applied, and that the plaintiff was not entitled to enforce the restrictive covenant. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the decision, though on a somewhat different ground. BAGGALLAY, L.J., said that numerous cases had been cited, but they were only important as establishing the general principle that there might be such acquiescence on the part of a covenantee as would bar him from enforcing his covenant; he meant acquiescence as distinguished from delay, for a much less period was required in the case of acquiescence than if there had been mere delay. The real question was whether there had been in the present case such an amount of acquiescence on the part of the plaintiff as disentitled him to relief. In his lordship's opinion there had been. The sale of beer in the defendant's house began in 1879, and continued up to the time when the action was brought, and the plaintiff had himself bought beer there. It was hardly possible to imagine a stronger case of acquiescence. Pearson, J., held that the case was governed by *Duke of Bedford* v. *Trustees of the British Museum*. His lordship did not take the same view, because the alteration in the character of the neighbourhood was not occasioned by the acts of the plaintiff. But he decided the case on the ground of the acquiescence of the plaintiff. Pearson, J., held that the court had power, under Lord Cairns's Act, to declare that the plaintiff could only be entitled to damages, and as no actual damage was proved, he dismissed the action. On the other hand, it was contended before the Court of Appeal that Lord Cairns' Act only applied to cases where there was substantial damage. His lordship could not accede to that view. In his opinion, the Act applied as well to a case like the present, where there was but nominal damage, as to cases of substantial damages. But, whether that Act applied or not, there was no doubt that, under the Judicature Act, every branch of the court had full power to grant either damages or an injunction. In the present case the plaintiff had, by his acquiescence, precluded himself altogether from enforcing the covenant. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Everitt*, Q.C., and *E. Ford*; *Cozens-Hardy*, Q.C., and *Farwell*. SOLICITORS, *Clapham & Fitch*; *Stokes, Saunders, & Stoker*.

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RAILWAY COMPANY—COMPULSORY TAKING OF LAND—SUBSEQUENT ABANDONMENT OF UNDERTAKING—COSTS—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 80, 85.—In a case of *Charlton* v. *Rolleston*, before the Court of Appeal on the 10th inst., a question of some importance arose as to the costs which a railway company are, under section 80 of the Lands Clauses Consolidation Act, bound to pay to a landowner upon whose land they have entered under the provisions of section 85 of the same Act, on the subsequent abandonment of their undertaking. Section 80 provides that "in all cases of moneys deposited in the bank under the provisions of this or the special Act, or an Act incorporated therewith" (with certain exceptions), "it shall be lawful for the Court of Chancery to order the costs of the following matters, including therein all reasonable charges and expenses incidental thereto, to be paid by the promoters of the undertaking—that is to say, the costs of the purchase or taking of the lands, or which shall have been incurred in consequence thereof, other than such costs as are herein otherwise provided for, and the costs of the investment of such moneys in Government or real securities, and of the re-investment thereof in the purchase of other lands, and also the costs of obtaining the proper orders for any of the purposes aforesaid, and of the orders for the payment of the dividends and interest of the securities upon which such moneys shall be invested, and for the payment out of court of the principal of such moneys, or of the securities whereon the same shall be invested, and of all proceedings relating thereto, except such as are occasioned by litigation between adverse claimants." The respondents were owners of land through which the company's line was intended to pass. The company, under their statutory powers, gave a notice to the respondents to treat for some land which they required for the purposes of their Act, and, no agreement having been made as to the purchase-money, the company paid £3,679 into court in 1875, and gave the respondents a bond for the same amount, under section 85 of the Lands Clauses Act, and, having entered upon the land, proceeded with the construction of the railway. In 1879 the company obtained an Act authorizing them to abandon part of their undertaking (including that part of the line for which they had taken the respondents' land). The Act provided that the abandonment should not prejudice landowners' rights to compensation for damage done by entry and occupation, and by section 10) that where notice had been given for purchasing any of the land to be abandoned, the company should make compensation for damage by reason of the purchase not being completed, and that the amount should be determined in the manner provided by the Lands Clauses Act. On the 5th of December, 1882, the company entered into an agreement with the respondents, fixing the amount of compensation to be paid to them at £1,350, but that this should not include costs, charges, or expenses which the respondents might be entitled to recover under the company's Acts, but that such costs, charges, and expenses should be recoverable from the company in addition to the compensation as if the agreement had not been entered into. Kay, J., decided that among the costs which the company were to pay should be included the costs of the agreement and of ascertaining the amount of the compensation. On behalf of the company it was contended that the costs of the agreement, and of ascertaining the compensation, were not costs of purchasing or taking land, the respondents' land not having been taken, and that section 80 of the Lands Clauses Act did not include cases of land entered upon and money paid in by a company under section 85. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the decision. BAGGALLAY, L.J., said that the contention of the company amounted to this, that the land on which they had entered had been neither purchased nor taken. He thought this argument was not well founded, and he was confirmed in this view by the case of *The Tiverton and North Devon Railway Company* v. *Loosemore* (32 W. R. 929, L. R. 9 App. Cas. 480), in which it was held that a notice to treat by a railway company to a landowner placed the parties in a position analogous to that of purchaser and vendor. The matter might then be worked out in one of two ways, either by an agreement or by an assessment of the compensation in the mode provided by the Act, or by the company depositing a sum of money in court under section 85, and giving a bond, and then entering on the land. In either case the landowner was equally deprived of all power over his land. What, then, was the effect of the subsequent abandonment by the company? It was that, notwithstanding that the company had purchased the land, they might give it up to the landowner, and, instead of paying the full price for it, they were to pay something less. In his lordship's opinion the relation of vendor and purchaser arose when the notice to treat was given, and, therefore, section 85 applied. BOWEN, L.J., said that the legal charges which the company were liable to pay were purposely left outside the agreement; the parties thought they would be ascertained under section 80. After a careful consideration of the Act he had (though not without considerable doubt and hesitation) come to the conclusion that section 80 applied to the case of a deposit of money and an entry by the company under section 85. FRY, L.J., was of the same opinion. He thought that the generality of the words of section 80 ought not to be restricted, and that they extended to an entry by a company under section 85. He thought it plain that in such a case the company were "taking" the land, and there was no reason why section 80 should not extend to the costs of such a "taking." It was true that the landowner had no lien on the money deposited, but that had no bearing on the question of the jurisdiction of the court under section 80.—COUNSEL, *Upjohn*; *Pearson*, Q.C., and *L. Ryland*; *E. Beaumont*; *Loughborough*. SOLICITORS, *Moon & Gilks*; *Clarke, Woodcock, & Ryland*; *Munns & Longden*.

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MARINE INSURANCE—RE-INSURANCE—NOTICE OF ABANDONMENT—SUING AND LABOURING CLAUSE.—In the case of *Uzielli* v. *The Boston Marine Insurance Company*, in the Court of Appeal No. 1, on the 9th inst., several points were raised as to the position of the parties to a re-insurance policy, which covered the risk of the re-insurers under a previous re-insurance policy. In February, 1881, the plaintiffs, on behalf of a French company, had insured the steamer *The Rose Middleton* at Lloyd's for £1,500, the policy containing the usual suing and labouring clause. That risk the underwriters re-insured with the French company for the sum of £1,500. In October the plaintiffs, on behalf of the French company, effected with the defendants a policy for £345,073, on the hulls and machinery of 443 steamers, as per lists on the policy. The policy was therein declared to be a re-insurance applying to policies issued by the French company, subject to the same terms, clauses, and conditions as the original policies, and to pay as might be paid thereon, but to cover the risk of total loss only. The policy contained the usual suing and labouring clause in favour of the assured, "their factors, servants, and assigns." In the policy *The Rose Middleton* was insured for £1,000. The steamer subsequently got ashore, and notice of abandonment was given to the underwriters, by whom it was refused. No notice was given to the plaintiffs or the French company. The underwriters, at some expense, got the ship into dock, and there was a dispute as to whether she was a constructive total loss, but a compromise was arrived at, and the underwriters paid 88 per cent., and sold the ship for their own benefit. The plaintiffs were then liable, under the original policy, to pay the underwriters their proportion of the 88 per cent., and of the expenses incurred under the suing and labouring clause, the whole amount, after deducting the price of the ship, being 112 per cent. The plaintiffs then sued the defendants under the policy of re-insurance, claiming £1,680 as for a total loss. Judgment for the plaintiffs was given by Mathew, J., for £1,120. The defendants appealed. It was argued that there was no total loss; that there had been no notice of abandonment by the plaintiffs to the defendants; that the policy was only to the extent of eighty-eight per cent., and, therefore, more than that could not be recovered; and, lastly, that in the circumstances the plaintiffs could not recover under the suing and labouring clause, the words of which would not cover the original insurers. The court (BRETT, M.R., COTTON and LINDLEY, L.JJ.) varied the judgment of Mathew, J.

Brett, M.R., said that the subject-matter of the re-insurance was the ship. There was obviously a constructive total loss. The policy being on behalf of subsequent insurers who became subsequent assured, the notice to the first insurers was amply sufficient. The insurable interest of the plaintiffs was that which they had at risk under the policy of re-insurance, and that included not only the value of the ship, but also what they might be called upon to pay under the suing and labouring clause. But the plaintiffs had only insured that interest to the extent of £1,000, and as they could not recover more than 100 per cent., they stood their own insurers for the excess. They could only recover more under the suing and labouring clause, but the actual suing and labouring was done by the underwriters, who were not employed by the plaintiffs, and could not be said to be their "factors, servants, or assigns." The common form of the clause was not sufficient to cover the loss in a re-insurance on a re-insurance. Therefore, the assured could not recover under the clause, and the judgment should be reduced to £1,000. The point as to the sue and labour clause had not been fully brought to the mind of Mathew, J., therefore the appellants should pay the costs of the appeal. Cotton and Lindley, L.JJ., were of the same opinion.—Counsel, *Finlay*, Q.C., and *J. Edge*, for the appellants; *Cohen*, Q.C., and *Gorell Barnes*, for the respondents. Solicitors, *Lowless & Co.; Waltons, Bubb, & Walton.*

## HIGH COURT OF JUSTICE.

Plantations of Trees—Trees blown down by Wind—Estate settled as Personalty by Trust for Sale—Right to Proceeds of Sale of Trees—Tenant for Life and Remaindermen.—In a case of *Harrison* v. *Harrison*, before Pearson, J., on the 8th inst., a question (of a nature somewhat similar to that which arose in *Swinburne* v. *Ainslie*, *ante*, p. 27) arose as to the right, as between a tenant for life and remaindermen, to the proceeds of the sale of trees which had been blown down by the wind. In contemplation of a marriage an estate was, in August, 1871, conveyed to trustees, upon trust for sale, with the consent of the husband and wife during their joint lives, and of the survivor during his or her life, and after the death of the survivor at the discretion of the trustees, and the trustees were directed to hold the proceeds of sale on the trusts declared by another deed of even date. Those trusts were to pay the income to the husband for his life, then to the wife for her life, and after the death of the survivor to hold the capital on trusts for the children of the marriage. The first deed contained a power for the trustees (with the consent of the husband and wife during their joint lives, and of the survivor during his or her life) to grant leases of the property at rack-rents, for terms not exceeding twenty-one years. In the second deed there was a declaration that, until the whole of the property should be sold, the trustees should pay the net rents (after paying rates, &c., and such other outgoings as the trustees should think fit) to the persons to whom the annual income of certain stocks comprised in the settlement was directed to be paid. The estate comprised 434 acres, including 170 acres of larch plantations. The husband died in 1880. Since his death the plantations had been properly managed in a due course of husbandry, and the tenant for life (the widow) had had the benefit of the annual thinnings, the annual value of which had, of late years, amounted to between £400 and £600. In the winter of 1883 a large number of the standing larches were blown down by a violent storm of wind, insomuch that, according to the evidence of a surveyor, it would be forty years before the plantations could recover their proper condition, and fifteen years must elapse before new plantations could produce any appreciable amounts. The trees which had been blown down were valued at £4,500. It was advisable to thin out other parts of the plantations, and the trees which ought to be cut down were valued at £1,500. The questions to be determined by the court were, how these two sums of £4,500 and £1,500 were to be dealt with, and whether any part of them should be expended in re-planting. On behalf of the tenant for life it was contended that she was entitled to the whole of the two sums, or, at any rate, to so much of them as would make up her income from the plantations to the average value of the annual thinnings. The remaindermen contended that the whole of the two sums should be invested, and the income only paid to the tenant for life. Pearson, J., held that the trees must be sold, and that the trustees must apply so much of the proceeds of sale as was necessary for the purpose in reinstating the plantations in a proper condition, and that the balance must be invested and the income paid to the tenant for life. She had no legal estate; the legal estate was in the trustees on trust to pay the income only to her—*i.e.*, the produce of the larch plantations when properly managed—subject to the payment out of it of all outgoings which the trustees might think fit to pay. The power of leasing was very important as showing what the intention of the parties was, and by that intention the court should be guided. It certainly was not their intention that all these trees should be cut down in one year so as to give the tenant for life a large bonus. Such a mode of dealing with the plantations would be a gross breach of trust, by which the value of the trust property would be very much diminished. Looking at the nature of the settlement, the fact that the husband and wife did not take any legal estates, the power of leasing, and the provision as to the payment of outgoings, his lordship thought the proper construction of the deed was that the plantations were intended to be dealt with as plantations, and kept up as plantations. The duty of the trustees would be to renew them in the ordinary course of cultivation, and the circumstance that a large number of trees had been blown down could not alter that duty. The tenant for life was not entitled to the whole of the proceeds of sale, nor to have any part of them applied in making good her average income from the plantations. She was only entitled to the income of the residue of the proceeds of sale, after providing for the reinstatement of the plantations.—Counsel, *James Kaye; Ribton; Follows.* Solicitors, *Pemberton & Garth; Mills, Dowson, & Co.*

Winding up—Priority of Crown Debt—Companies Act, 1862, ss. 87, 98—Bankruptcy Act, 1883, ss. 30, 40, 150—Judicature Act, 1875, s. 10.—In the case of *In re The Oriental Bank Corporation*, before Chitty, J., on the 7th inst., motions were made on behalf of the Crown Colonies that the official liquidator of the bank might be directed to pay out of the assets of the bank sums due on the 15th of May last (being to date of the winding-up order) to her Majesty in respect of the revenues of the Crown, and interest thereon, in priority to the other claims against the bank. The question raised was whether the prerogative of the Crown to priority of payment was taken away by virtue of the Bankruptcy Act, 1883, s. 150, and the Judicature Act, 1875, s. 10. Section 150 of the Bankruptcy Act, 1883, enacts that, save as therein provided, the provisions of that Act relating to the remedies against the property of a debtor, the priorities of debtors, the effect of a composition or scheme for arrangement, and the effects of a discharge, shall bind the Crown; and section 10 of the Judicature Act enacts that in the winding up of any company under the Companies Acts of 1862 and 1867 the same rules shall prevail and be observed as to the respective rights of secured and unsecured creditors, and as to debts and liabilities proveable, &c., as may be in force for the time being under the law of bankruptcy. The liquidator contended that the two enactments operated as an incorporation into the Companies Act, 1862, of enactments similar to section 150 of the Bankruptcy Act of 1883. Chitty, J., said that the law was settled by *In re Henley* (26 W. R. 885, L. R. 9 Ch. D. 472) that the Crown was not bound by the Companies Act, 1862, neither being specially mentioned in it, nor there being any necessary implication by which the Crown's prerogative was affected or taken away. The effect of the decision was—to speak of the Act of 1862 as it stood then, without reference to subsequent legislation—that the court had no jurisdiction under the 87th section of the Act of 1862 to restrain the Crown from proceeding by way of distress or issuing any process of execution. So, too, if the Crown stood out and insisted on its prerogative, only those assets of the company could be administered under section 98 of the Act of 1862 which the Crown did not take away. That was the state of the law when the Judicature Act, 1875, came into force. On an examination of the Bankruptcy Act, 1883, and particularly sections 30, 40, and 150, the result in regard to the prerogative of the Crown in bankruptcy appeared to be that the Crown debt was proveable, and, with certain exceptions not necessary to be stated, the priority of the Crown was taken away. But it appeared to him to be plain that that portion of section 150 which took away the remedies of the Crown against the property of the debtor was not, by virtue of section 10, incorporated into the Companies Act, 1862. There were no words in section 150 covering the question before the court, and he should be acting in contravention of the established principles of construing Acts of Parliament if he said that the prerogative of the Crown to issue process, which was untouched by the Act of 1862, was taken away by words in an Act of 1883 relating to debts proveable, and to them only. Therefore the Crown being, if it wished to do so, entitled to issue process, it also was (as the question before the court was tried on the same principles as if the Crown had put in force its prerogative) entitled to be paid in full. Counsel, *Sir H. James*, A.G., and *Stirling; Sir F. Herschell*, S.G., *Vaughan Hawkins*, and *J. D. Wood; Sir F. Herschell*, S.G., *Romer*, Q.C., and *Buckley; Macnaghten*, Q.C., and *Latham*. Solicitors, *Solicitor to the Treasury; Sutton & Ommanney; Palmer, Eland, & Nettleship; Freshfields & Williams.*

Jurisdiction—Injunction—Water Company—Dispute as to Annual Value—Cutting off of Water—Irreparable Damage—Waterworks Clauses Act, 1847, ss. 43, 58, 68—Judicature Act, 1873, s. 25, sub-section 8.—In the case of *Hayward* v. *The East London Waterworks Company*, before Chitty, J., on the 11th inst., a motion was made by the lessor of 150 houses, let to weekly tenants, for the continuance of an *interim* injunction granted *ex parte* on the 15th of October last, restraining the company from cutting off the plaintiff's water. It appeared that a dispute had arisen as to the annual value, and the company had declined to receive the water rate tendered by the plaintiff, which was based on the valuation for poor rate. The question was raised as to the jurisdiction of the court to grant an injunction at all, as the plaintiff had a special remedy under the Waterworks Clauses Act, 1847, s. 68, which provides that any dispute as to the annual value of the tenement supplied with water shall be determined by two justices. Chitty, J., said that it was contended by the company that the plaintiff's right to a supply of water was a statutory right, and that the only remedies open to the plaintiff were those given by the statutes which created the right, and that the statute of 1847 conferred a special remedy under section 43 by penalty, payable to the person aggrieved by the cutting off the water. If it were necessary to decide the question, he should decline to adopt that argument. There was no reason why the court should refuse to protect a right by injunction merely because it was a voluntary right. In *Cooper* v. *Whittingham* (28 W. R. 720, L. R. 15 Ch. D. 501), Sir George Jessel held that the ancillary remedy by injunction ought to be granted, although the statute had created a new offence and imposed a penalty, and he in his judgment referred to the Judicature Act, 1873, s. 25, sub-section 8, enabling the court to grant an injunction in all cases in which it shall appear to be just or convenient, and stated his opinion to be that this enactment might be said to be a supplement to all Acts of Parliament. Sir George Jessel gave a wider interpretation to the enactment than had since been adopted by the Court of Appeal. But the decision in *Cooper* v. *Whittingham* had not been overruled by the Court of Appeal, nor had that court laid down any prin-

ciple inconsistent with that upon which the case was decided. Before the passing of the statutes conferring on the Court of Chancery jurisdiction to determine questions of legal right, it was the constant practice of the Chancery Court to intervene by injunction in proper cases for the protection of the plaintiff in equity pending the trial of the legal right and until that right could be determined at law. But the intervention was temporary, and the court required that proceedings should be taken to obtain the decision at law. The principle involved in that practice would apply to the present case. The company argued that the damage to the plaintiff by cutting off the water would not be irreparable. His lordship was satisfied that that argument by itself could not prevail. The supply of water to the inhabitants of London depended almost entirely on the water companies, and in the present case there were no less than 150 families dwelling in the plaintiff's houses. He, without hesitation, held that the cutting off the supply of water for domestic purposes would, prior to the date of the Judicature Act, 1873, have been damage of so grievous a nature as to be within the principle of the decisions of the Court of Chancery as to irreparable damage, and that, at all events, it would fall within the Judicature Act, 1873, s. 25, sub-section 8. He, however, held that in the present case no injunction ought to be granted. It would be neither just nor convenient to grant an injunction, except pending the proceedings for the settlement of the dispute as to value or upon an undertaking by the plaintiff to commence the proceedings within a short period. The question whether the company was entitled to cut off the water depended entirely on the question whether the sum tendered was sufficient or not. The company was, if it was right in its contention as to value, entitled to have the sum claimed by them paid in advance. The plaintiff having refused to give any undertaking to proceed before the justices, and having failed to show any reason why the company ought to be compelled to take the initiative, he refused the motion, with costs.—Counsel, *Romer*, Q.C., and *Godefroi*; *R. S. Wright*. Solicitors, *Hollingsworth, Tyerman, & Andrewes*; *Bircham & Co.*

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Bill of Sale — Statement of Consideration — Power to seize — Bills of Sale Act, 1878, s. 8 — Bills of Sale Act, 1882, s. 7. — In a case of *Ex parte Allam*, before a divisional court of the Queen's Bench Division on the 12th inst., a question arose as to the sufficiency of the statement of the consideration in a bill of sale. On the 12th of February a farmer executed a bill of sale of his furniture, stock, and growing crops to secure an advance of £1,500 in cash then made to him by the grantee. After the execution of the deed it was discovered that it contained some clauses which made it void under the Bills of Sale Acts, and thereupon it was cancelled, and a new bill of sale, not containing the objectionable clauses, was, on the 16th of February, executed by the grantor in substitution for the first, and it was registered within the seven days allowed for the registration of the first. The new deed contained nothing to show that it had been given in substitution for a prior one, but it simply purported to be given "in consideration of £1,500 *now* paid" by the grantee to the grantor. In the subsequent bankruptcy of the grantee, the judge of the Winchester County Court declared the bill of sale void as against the trustee on the ground that the consideration was not truly stated in compliance with section 8 of the Act of 1878, because there was nothing in the deed to show that it was given in substitution for the prior cancelled bill of sale. The Divisional Court (Stephen and Cave, JJ.) reversed this decision. It was argued that the bill of sale was really given in consideration of a pre-existing debt, and not of a present advance, and that it was an act of bankruptcy, because it assigned the whole of the grantor's property. Stephen, J., was of opinion that the consideration was truly stated, although the whole history of the transaction was not completely set forth. Cave, J., said that to hold that the consideration was not truly stated would be to destroy a perfectly honest *bonâ fide* deed. The legal effect of the transaction was correctly described in it. It was really given to secure, not a past debt, but a present advance. If the consideration had been otherwise stated it would have been wrongly stated. [This decision appears to be in conflict with that of Bacon, C.J., in *Ex parte Berwick* (29 W. R. 292) ].

Another objection raised to the deed was this. Power was given to the grantee to seize the property in case (*inter alia*) the grantor "shall do or suffer any matter or thing whereby he shall become bankrupt." It was contended that this provision was not in conformity with section 7 of the Act of 1882, which (sub-section 2) allows seizure only "if the grantor shall become a bankrupt," and it was said that the clause would authorize a seizure on the commission of an act of bankruptcy by the grantee. The court, however, held that, though there were unnecessary words in the clause, it was really equivalent to the provision in section 7.—Counsel. *Greenwood*; *Winslow*, Q.C., and *S. Lynch*. Solicitors, *Ford, Lloyd, & Co*; *Johnson & Weatheralls*.

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Bill of Sale—Power to seize on Default of Payment on Demand—Bills of Sale Act, 1878, Amendment Act, 1882 (45 & 46 Vict. c. 43) ss. 7, 9, 13.—In the case of *Ex parte Leman, Trustee*; *In re Holmes*, which came before Cave, J., sitting in Bankruptcy, on November 10, the important question of the validity of a bill of sale which contained an agreement by the mortgagor that he would upon demand pay to the mortgagees the principal and interest, was raised in a motion by way of appeal from the decision of Judge Bristowe, given on June 17, dismissing an application by Leman, the trustee of the bankrupt. The trustee had applied to the county court to have the bill of sale, which was dated February 14, 1883, declared void as against him, and for consequent relief. The application was made on several grounds, which included the point on which alone the court decided the case, that the bill of sale allowed the mortgagee to seize on failure of the mortgagor to pay on demand. The county court judge gave his decision before the case of *Melville* v. *Stringer* (32 W. R. 890, L. R. 13 Q. B. D. 392) was decided by the Court of Appeal, and the trustee, relying on the expressions of opinion in that case, appealed. Counsel for the trustee referred to *Hetherington* v. *Groome* (W. N. 1884, p. 184), and to the expressions of of opinion by each of the Lords Justices in *Melville* v. *Stringer*, that a bill of sale payable on demand is void, as being contrary to the provision of the Bills of Sale Act, 1878, Amendment Act, 1882, ss. 7, 9, 13. Cave, J., held that the decision of the county court judge must be reversed. He said:—It is true that the decision in *Melville* v. *Stringer* is not directly in point, but each Lord Justice gives utterance to a strong expression of opinion on this point, and I do not think it would be becoming in me sitting here to dissent from that opinion. I am therefore of opinion that the bill of sale does sin against the view of the court as expressed in *Melville* v. *Stringer*, and the appeal must be allowed, with costs.—Counsel, *R. V. Williams* and *Hextall*; *Stanger*. Solicitors, *John W. Sykes*, for *Burton & King*, Nottingham; *J. H. Lee*, for *Heath & Sons*, Nottingham.

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*** The case of *Reg.* v. *Phillimore*, stated by the Divisional Court in *Reg.* v. *Biron* (*ante*, p. 28) to be unreported, is reported *sub nom. R.* v. *Pilling*, 32 Weekly Reporter, 593.

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## BANKRUPTCY CASES.

Bankruptcy—Receiving Order—Jurisdiction—Petition presented in Wrong Court—Transfer of Proceedings—Bankruptcy Act, 1883, ss. 95, 97—Bankruptcy Rules, 1883, rr. 16, 17.—In a case of *Ex parte May*, before a divisional court of the Queen's Bench Division, sitting in Bankruptcy, on the 12th inst., a question arose as to the jurisdiction to make a receiving order when a bankruptcy petition has been inadvertently presented to the wrong court. Section 95 of the Bankruptcy Act, 1883, provides that—"(1.) If the debtor against or by whom a bankruptcy petition is presented has resided or carried on business within the London bankruptcy district as defined by this Act for the greater part of the six months immediately preceding the presentation of the petition, or for a longer period during those six months than in the district of any county court, or is not resident in England, or if the petitioning creditor is unable to ascertain the residence of the debtor, the petition shall be presented to the High Court. (2.) In any other case, the petition shall be presented to the county court for the district in which the debtor has resided or carried on business for the longest period during the six months immediately preceding the presentation of the petition. (3.) Nothing in this section shall invalidate a proceeding by reason of its being taken in a wrong court." And by section 97: "(1.) Subject to the provisions of this Act, every court having original jurisdiction in bankruptcy shall have jurisdiction throughout England. (2.) Any proceedings in bankruptcy may at any time, and at any stage thereof, and either with or without application from any of the parties thereto, be transferred by any prescribed authority, and in the prescribed manner, from one court to another court, or may, by the like authority, be retained in the court in which the proceedings were commenced, although it may not be the court in which the proceedings ought to have been commenced." Rules 16 and 17 provide for a transfer of proceedings upon a certificate of the judge, if no resolution of the creditors objecting to such transfer is passed at the first or other meeting of the creditors. In the present case a creditor by mistake presented a bankruptcy petition to the wrong court, believing that it was the court within the district of which the debtor carried on business. The debtor resisted the making of a receiving order, on the ground of want of jurisdiction, but did not dispute the petitioning creditor's debt or the alleged act of bankruptcy. The registrar declined either to make a receiving order or to transfer the petition to the right court, and he dismissed it, with costs. The Divisional Court (Stephen and Cave, JJ.) held that a receiving order should have been made. It was contended that sub-section 3 of section 95 did not apply to a petition, but that it applied only when an order had been made without objection by a wrong court, and that, having regard to rules 16 and 17, there was no power of transfer until after a receiving order had been made. Stephen, J., said that, looking at sections 95 and 97 together, he thought that the registrar had power to make a receiving order. The words of sub-section 3 were, perhaps, not so clear as might have been desired, but they were sufficient to show that if the registrar had made a receiving order without objection it would not have been invalidated by reason of the proceedings having been taken in the wrong court. A good deal of light was thrown on sub-section 3 by the wording of section 97, and his lordship thought that the registrar had authority to make the receiving order, and if he had done so he would have been in a position to act under sub-section 3 of section 97. Cave, J., concurred. He thought these sections of the Act were intended to meet a difficulty of this kind, where a creditor had, by a *bonâ fide* mistake, proceeded in the wrong court. If he had wilfully gone to the wrong court, that would be a good ground for dismissing his petition. And the court made a receiving order, with liberty to the debtor to apply to discharge it, if he could show any other ground for not making it.—Counsel, *F. Cooper Willis*; *Cooper Willis*, Q.C., and *Garrett*. Solicitors, *May, Sykes, & Batten*; *A. G. Ditton*.

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Bankruptcy—Relation Back of Trustee's Title—Money paid by Bankrupt to stifle a Prosecution.—In a case of *Ex parte The Wolverhampton and Staffordshire Banking Company*, before a divisional court of the Queen's Bench Division on the 12th inst., a question arose as to the right

of a trustee in bankruptcy to recover from the payee money paid by the bankrupt (after the commission of an act of bankruptcy of which the payee had notice) to obtain the withdrawal of a prosecution for a misdemeanour which had been commenced by the payee. A bank had issued a summons before a magistrate against one of their customers to answer a charge of having, contrary to sub-section 1 of section 13 of the Debtors Act, 1869, obtained credit under false pretences. This offence is made by section 13 a misdemeanour, punishable with imprisonment for a year, with or without hard labour. The day before the summons H., a friend of the customer, had an interview with the manager of the bank and undertook that, if the bank would consent to an application for the withdrawal of the summons, and the magistrate should allow it to be withdrawn, he would pay the bank £106. At this time the customer had committed an act of bankruptcy of which the bank had notice. The next day the customer's solicitor applied to the magistrate to allow the summons to be withdrawn, the bank's solicitor consented to it, and the magistrate allowed it. H. then paid the £106 in coin to the bank. The manager and the solicitor believed that H. was paying his own money, as he stated that he made the payment because the customer's wife was his own wife's favourite niece. The customer was soon afterwards adjudicated a bankrupt on a petition founded on the act of bankruptcy of which the bank had notice. It was then discovered that the coin which H. had paid to the bank had been given to him for the purpose by the bankrupt's wife, who had, with his knowledge, taken it out of a bag of money belonging to him. The judge of the Wolverhampton County Court ordered the bank to pay the £106 to the trustee in the bankruptcy, and this decision was affirmed by the Divisional Court (STEPHEN and CAVE, JJ.). STEPHEN, J., said that as between H. and the bank there was no good consideration at all, because there was a corrupt bargain—I will pay the money, if you will abandon the prosecution. That was what it came to. H., therefore, gave the bank no better title to the money than he had himself, and he had none because it was given to him through the bankrupt's wife for the purpose of getting rid of the prosecution. He was really acting as the bankrupt's agent. Moreover, the object was to cheat the creditors of the bankrupt by diverting the money from the general body in favour of the bank. Therefore it was, in fact, an offence against the bankrupt laws, being contrary to their policy. The bank were assisting the bankrupt in evading those laws in order to escape the prosecution with which he was threatened. This distinguished the case from *Ex parte Caldecott* (L. R. 4 Ch. D. 150). CAVE, J., said that it was immaterial whether the prosecution had been instituted on good or on bad grounds. If it was on good grounds it should have been proceeded with and not made the instrument of obtaining payment of the debt due to the bank. If it was on bad grounds it made the case still worse. But, assuming that it was honestly instituted, the agreement with H. was illegal, as interfering with the course of justice by stifling a prosecution. Consequently, there was no consideration for the payment of the money by H. to the bank. But, both parties being *in pari delicto*, H. could not have recovered it. But it was not the money of H.; it had ceased to be the money of the bankrupt by reason of the act of bankruptcy, and had become the money of the trustee. This distinguished the case from *Ex parte Caldecott*, for there no act of bankruptcy had been committed. No doubt, in some cases, money which had been paid away to a third party could not be recovered by the rightful owner; this was one of the incidents of current coin. If a thief bought goods with money which he had stolen, the true owner could not recover it from the vendor of the goods. If H. had not paid the money away, it could not be doubted that the trustee could have recovered it from him. He had paid it away, but the bank had given no consideration for it, and, though H. could not recover it, because he was *in pari delicto*, there was nothing to prevent the trustee from doing so. The bank had no better title than H.; he had none, and therefore the bank had none.—COUNSEL, *Cooper Willis*, Q.C., and *Plumptre; Winslow*, Q.C., and *J. E. Linklater*. SOLICITORS, *Ullithorne, Currey, & Villiers*; *Clarke, Woodcock, & Ryland*.

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QUEEN'S BENCH DIVISION.—IN BANKRUPTCY.*

(Before CAVE, J.)

Nov. 8.—*Ex parte Steed, Trustee; In re Day.*

Practice—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), r. 207—Costs of shorthand writer—Motion after hearing.

This was a motion on behalf of the trustee that he be allowed on taxation the costs of the shorthand writer appointed to take the evidence before the registrar of the county court of Leicester, in the matter of an appeal by Messrs. Barrow against an order made by such registrar. On the appeal from the registrar coming on to be heard in the Bankruptcy Court, the case was referred back to the registrar to take further evidence, and at the hearing of such further evidence the registrar, at the request of the trustee's solicitor, appointed a shorthand writer to take down the evidence. And the shorthand writer's notes were used on the appeal when the court gave judgment, dismissing the appeal of Messrs. Barrow with costs, and, therefore, in favour of the trustee. The trustee omitted to ask for the costs of the shorthand writer, and on taxation they were not allowed to him; hence this motion. The taxation took place in London, and, therefore, the registrar of the county court had no power over the costs, but he certified that it was in his judgment necessary and to the advantage of all parties that the shorthand writer was appointed, and that the amount for taking down and transcribing the evidence was a proper sum, and that, in his opinion, it was fair and reasonable that the charges should be costs in the cause and paid by Messrs. Barrow.

*Sills*, for the trustee in support of the motion, contended that the court intended these costs to be included, and that if not, it was an omission which on the facts should now be rectified.

*Woolf*, for Messrs. Barrow, contended that, on the authority of *Earl de la Warr* v. *Miles* (30 W. R. 35, L. R. 19 Ch. D. 80), the application was too late, it ought to have been made at the hearing; but in any event the costs ought not to be allowed. It was the registrar's duty to take a note, and his clients had not joined in the appointment. They had certainly had a copy of the notes after they had been transcribed, but for that they had paid.

CAVE, J.—I am of opinion this motion must be refused. It is said this application is too late, and that it should have been made at the hearing; that is a good general rule, but it is not an invariable one. If it is a case where the costs of the shorthand notes ought to be allowed, it would be too great a penalty to disallow them for that reason. In this case the omission to ask appears to have been a mere slip, and I therefore pass to the merits. The appointment of the shorthand writer was made under section 207 of the Bankruptcy Act, 1883, which provides that, "If the court shall, in any case, be of opinion that it would be desirable that a person should be appointed to take down the evidence of the bankrupt, or of any witness examined at any public sitting or private meeting under the Act, in shorthand or otherwise, it shall be competent for the court to make such an appointment; and every person so appointed shall be paid a sum not exceeding one guinea per day, and, where the court appoints a shorthand writer, a sum not exceeding eightpence per folio of ninety words of any transcript of the evidence that may be required; and such sums shall be paid by the party at whose instance the appointment was made, or out of the estate, as may be directed by the court." The application for the appointment was made by the solicitor for the trustee. The fact that this application was not made at the hearing is an element for my consideration, although, as I have said, it does not prevent me from hearing the motion on its merits. The case was heard on March 10, and I have really no recollection of the case to enable me to say whether the notes were necessary, and I do not think the certificate of the registrar is sufficient to take this case out of the ordinary rule. Where both parties agree that the note shall be taken, undoubtedly the unsuccessful party must pay; but, where the parties do not agree, it is primarily the duty of the court to take a note, and, if one party procures the appointment of a shorthand writer, he cannot throw on the other party the burden of the costs of a proceeding to which he has never consented, unless he can show some special reason. In my opinion the applicant has failed to do this, and the motion must be refused, with costs.

Solicitors, *Jackson; W. Smart*, for *Hincks*, Leicester; *S. M. & J. B. Benson*.

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(Before STEPHEN and CAVE, JJ.)

Nov. 12.—*Ex parte Vaughan, In re Riddeough.*

General assignment for benefit of creditors—Trustee carrying on business—Act of bankruptcy—Trustee's claim for moneys paid in the business—Rights of trustee and official receiver.

This case raised the question as to the rights of a trustee under a general assignment for the benefit of creditors. The case came before the court by way of appeal from the decision of Judge Russell in the county court of Lancaster, holden at Manchester. The debtor Riddeough was a baker, possessed of several shops in Manchester, and on the 14th of February, 1884, he executed a general assignment of all his property for the benefit of his creditors. Vaughan was the trustee under that deed, and he immediately entered into possession of the debtor's shops, and carried on the business there under the powers of the deed. On the 18th of February a non-assenting creditor presented a petition in bankruptcy against the debtor, alleging the deed of the 14th of February as an act of bankruptcy. Some delay took place, but ultimately the debtor was adjudicated a bankrupt, and the official receiver then applied to the county court for an order that Vaughan should pay over to him all sums actually received by Vaughan whilst conducting the bankrupt's business, and deliver up all property of the bankrupt. Vaughan claimed to deduct the necessary payments made by him in the conduct of the business. He admitted the receipt of £293, and had rendered an account showing his receipts, and also payments for wages, gas, flour, &c. The judge ordered Vaughan to deliver over the bankrupt's property in his possession, and also to pay the £293 without any deductions. Vaughan appealed.

*Bigham*, Q.C., and *C. A. Russell*, for Vaughan, in support of the appeal.—One part of this order is clearly bad. It orders Vaughan to pay over the proceeds of loaves made with flour which he has paid for out of his own money. That that cannot stand seems to be beyond argument. But, further, Vaughan is entitled to deduct proper payments made by him in carrying on the business: See *Ex parte Official Receiver, In re Richards*, (32 W. R. 1001), where it was held that the trustee would not be entitled to a deduction for personal expenses. I do not claim any such deduction.

*Sir F. Herschell*, S.G., and *Pankhurst*, for the official receiver.—The trustee Vaughan was acting with full notice of an act of bankruptcy, and he was engaged with the assenting creditors in attempting to defeat the law of bankruptcy. The deed was void, and therefore the property transferred to him was property which, by relation back, passed to the trustee. He is not entitled, therefore, to any consideration; he should have his legal rights and no more.

STEPHEN, J.—Surely your claim goes too far; you cannot treat Vaughan as your agent and as a trespasser at the same time.

*Sir F. Herschell*.—I admit I cannot claim the produce of goods which he

* Reported by J. GERARD LAING, Esq., Barrister-at-Law.

bought, but that point is new. No distinction of that sort was made in the county court. I elect to treat him as a trespasser.

STEPHEN, J.—Then you are entitled to an account of what he took possession of at the date of the deed. The rest of the order is, I understand, not complained of. The costs will be reserved till after that inquiry. If a deliberate attempt were made to evade the law of bankruptcy we should know how to deal with it.

The COURT accordingly directed that the order of the county court judge, so far as related to the sum of £293, be discharged, and that an inquiry be made as to the value of the property of the debtor of which Vaughan took possession, and which he had converted. All costs reserved.

*Case remitted accordingly.*

Solicitors, *Pritchard, Englefield, & Co.*, for *Boote & Edgar*, Manchester; *The Solicitor to the Board of Trade.*

## CASES AFFECTING SOLICITORS.

### HIGH COURT OF JUSTICE.

(Before GROVE and STEPHEN, JJ.)

Nov. 10.—*Re Robert Bendle Moore a Solicitor, Ex parte The Incorporated Law Society of Liverpool.*

This was an application against a solicitor, Mr. Moore, of Birkenhead (forty years on the rolls), who was now entirely exonerated by the master's report, and it was remarkable as being, it is believed, the first case in which the court has given costs as against an Incorporated Law Society. The original application had been made so long ago as October 15, 1881, by the Incorporated Law Society of Liverpool, and it was referred to the Incorporated Law Society of London, who, on November 23, 1881, reported that they did not consider it a case in which they should take any proceedings. No further step was taken in the matter until November, 1883, when the Law Society of Liverpool made an application to this court, which was referred to the master for inquiry, and he having taken oral evidence, now made his report, which stated that the solicitor had quite properly discharged his duty in the business. This report being now read by the master (Master Mellor),

*Sir H. James*, A.G. (with him *Henn Collins* and *Woodward*), appeared on the part of the Law Society of Liverpool, and said they quite heartily accepted the report, and were willing to abide by any order the court might make as to the costs.

*Charles Russell*, Q.C. (with *Clement Higgins*), appeared on behalf of the solicitor, and pointed out from the dates how long the proceedings had been persisted in, even after the Incorporated Law Society of London had declared that there was no ground for any proceeding against him; and, as to the liability of the Liverpool Law Society for costs, he pointed out that they had no statutory functions as the Incorporated Law Society of London had, and were in no better position than private persons.

The COURT thought that, as the solicitor was entirely exonerated, and had in every way behaved properly and honourably, he ought to have his costs, and so they discharged the rule, with costs.—*Times.*

# SOCIETIES.

## LIVERPOOL INCORPORATED LAW SOCIETY.

The fifty-seventh annual meeting of the members of the Incorporated Law Society of Liverpool was held on November 5; the president, Mr. John Hughes, in the chair. There was a large attendance, almost all the principal firms of solicitors being represented.

Mr. W. T. ROGERS, one of the secretaries, read the notice convening the meeting; after which

The PRESIDENT said: Gentlemen, for many years past it has been the custom for the retiring president, in moving the adoption of the report, to offer some observations on legislation and other matters in connection with the administration and practice of the law, and also to review other events of importance to the profession which have taken place during his year of office, and as the past has not been an uneventful year, I propose as briefly as possible to call your attention to several of the matters which are referred to in the report. A large amount of work has been done by the committee, and no less than thirty meetings of the general committee and seventy-seven meetings of sub-committees have taken place. This year we have to regret (I hope in no ungenerous spirit) that the prize medal, founded by our friend Mr. John Atkinson, goes to Preston. The next matter is one to which I cannot allude without the deepest pain. It is the serious misconduct of three members of the society, which rendered necessary not only their expulsion from the society, but the institution of proceedings by which two members were removed from the roll of solicitors, and in the case of the third the solicitor was suspended for a year, but this is under consideration. I feel sure that you will consider that the honour of the society was properly and promptly vindicated by the course which the committee adopted. It is a matter of congratulation that the funds of the society are in so satisfactory a state. The treasurer has a balance to the credit of upwards of £600, in addition to which we have to acknowledge another gift of £50 from the Liverpool Central Stationery and Printing Company to the capital fund of the society, and I understand the society has a sum of £400 invested. The library is well kept up. £130 9s. has been expended in the purchase of new books, and no less than 225 volumes have been added. I wish also to inform the members that increased accommodation, by the addition of a new room, has been arranged at a fair rent. I think it is a matter of importance that the Lord Chancellor, in selecting a committee of judges, barristers, and solicitors to consider the working of the chancery practice in chambers in London, should have requested the provincial organization to submit the name of a provincial solicitor to act on that committee, and the name of Mr. Marshall, of Leeds, one of the secretaries of that body, was submitted to his lordship. The provincial solicitors having been so considered, I feel that the courtesy of the Lord Chancellor should be recognized by us. The arrangement made with the town clerk as to the scale of charges where property is taken by the corporation under compulsory powers, I venture to express a hope, will prove to be for the mutual advantage of the corporation and our clients. The subject of obtaining increased facilities for trying, in great centres of population, actions in all the divisions of the High Court of Justice has occupied considerable time and attention during the past session, and the Provincial Sittings Bill, although opposed by the Government, was, by the untiring efforts of our respected senior member, Mr. Whitley, read a second time with a substantial majority. I also wish to direct the attention of the members of this society to the correspondence with the Lord Chancellor, in which are set forth the statistics asked for by his lordship. The correspondence will be found in the appendix to the report, but I regret to say that the Provincial Sittings Bill had to be abandoned for the session. Although it had been pointed out that the altered circuit arrangements give Liverpool and Manchester actually less opportunities than they had before, nothing further has been done, and there is no alternative but for the society, in conjunction with the mercantile bodies, to request Mr. Whitley to re-introduce his Bill in the approaching session. I cannot refrain from expressing the hope that when Lancashire receives an increased representation we shall succeed in carrying this most important and valuable measure. The opponents of Mr. Whitley's Bill point to short cause lists, but I need not discuss this further in your presence. There is ample business to occupy a judge of the superior court all the legal year, and the suggestion, made we are afraid with the view to mislead the public, that it is desired to have a local judge is only another attempt to oppose the Bill. The supporters of Mr. Whitley's Bill have never asked for and do not seek to have a local judge, but want a superior court judge to remain for a fixed period, say three weeks, to be succeeded by another who shall sit for a similar period, and that there shall be a continuous cause list, to which additions may be made from day to day, as in London; and if there should be no causes to be tried, then the judge will be at liberty to leave. I heard with regret the remarks made by the president of the London Society at Birmingham, in which he complained that our Provincial Sittings Bill did not apply to all England. How could it? Then Mr. Saunders went on to speak of the special arrangements made for Liverpool and Manchester having three assizes. Gentlemen will remember that we had three civil assizes for eighteen years, and latterly four assizes. No doubt the mistake has arisen from the expression made by the Attorney-General when explaining the Order in Council. There is one other point to which I should wish to call attention—namely, the Bankruptcy Act. Although this statute provides for an official supervision of the trustees' accounts and a remuneration on taxation of solicitors' costs, the remuneration of the trustee is not dealt with in so stringent a manner as the remuneration of the solicitors. The expeditious and economical realization of small estates is often effected with too great haste, and proves a serious loss to creditors. The system of special proxies has the effect of excluding creditors at a distance from being able to take part in the proceedings owing to the proxies being treated as official papers, very frequently sent out in too short a time to enable their being signed and lodged before the meeting, and the requirement that a proxy, except to a person in the employ of the creditor, shall state the precise resolution to be voted for appears an arbitrary prohibition, as it prevents a creditor, who may be desirous of giving to his solicitor the discretion he may think best, from doing so. The whole tendency of the Bankruptcy Act and other recent legislation appears to be directed against the employment of solicitors, and in favour of centralizing in a Government department. Proceeding, the president said there were also other matters to which he desired to refer. He hoped that next year they might have Mr. Nicholson's scheme, for improving the system of sales of real property by public auction, in operation, and he congratulated Mr. Nicholson on the very efficient way he had placed the matter before the committee. In regard to the Rules of the Chancery of Lancashire, he ventured to express a hope, and to reiterate what had often been said in that room—namely, how very much obliged they were to the Vice-Chancellor, who, above all judges, seemed to be anxious to give full consideration to the suggestions that the society or any of the centres of Lancashire made, and he had shown anxiety to improve the procedure. He was a most valuable judge, and ere long they would doubtless see him one of the judges of the Supreme Court of the country. He only wished other judges would extend to the profession the same consideration and courtesy which was shown by the Vice-Chancellor of the Court of Chancery of Lancashire. It seemed to him that the judges, as a rule, simply considered their own interests, and had no regard for the interests of the profession, and many of them went out of their way to cast reflections on their profession, which was unworthy of a judge. In regard to the Court of Passage, although he did his best to urge upon the corporation that a solicitor was most suited to fill the appointment of registrar, he had been unsuccessful, but he thought they had done the next best thing, and a gentleman had been appointed who was known to many of them, and he was quite sure was a gentleman of ability, that he would extend courtesy to the profession, and would make practice in the court pleasant as well as efficient. He also wished to bear testimony to

the very kind way in which their Manchester friends, on all occasions, met them. The next matter referred to was the question of inviting the Incorporated Law Society of the United Kingdom to hold its meeting next October in Liverpool. It appeared that that body had received no invitation for the coming year, and it had been suggested that an invitation should be sent from Liverpool, as it was ten years since their last visit. If it were decided by the meeting to send the invitation, he was sure they would all do what they could to help the committee in giving them a hearty welcome. In conclusion, he desired to express to Mr. Hull and Mr. Rogers his sincere thanks for the courtesy and consideration they had bestowed upon him during his year of office. Also to thank the committee for the forbearance they had extended towards him. He had performed his duties as their president during the year to the best of his ability, and he hoped their interests had in no way suffered, and that in that position he had in no way wounded the feelings of any members, or done anything to lead anyone to express regret. He moved the adoption of the report and financial statement.

Mr. GRAY HILL seconded the motion, and, in doing so, desired to impress upon the society the importance of according general support to Mr. Nicholson's scheme for improving the system of sales of real property by public auction, with regard to which a sales committee had been appointed. Referring to the result of Mr. Whitley's Bill for continuous sittings, he urged that they must not be discouraged by delay. If the commercial bodies of Liverpool and Manchester continued the serious interest in the matter which they had shown up to the present time success must attend them eventually. He would impress upon those bodies that it is from their efforts success could be expected. It mattered little to them as lawyers, but the scheme was of great importance to commercial bodies. The attention of the society had often been called to the failings of the present system, and, therefore, they had been active in assisting the commercial bodies in pressing for improvement. So far they had got very little. Something had been done with regard to chancery sittings, but with regard to admiralty nothing had been done, and in common law sittings they were worse off than before, having three assizes for that business instead of four as previously. If they had patience and perseverance, the demands of four millions of people for the best administration of justice could not be refused. Judges and barristers must come to acknowledge that the legal profession, from the highest to the lowest, are only the servants of the public, and they must do what the public convenience required.

Mr. I. H. E. GILL supported the motion, and in doing so pointed out that the rules which came into operation on the 24th of October last did not afford any improvement in regard to several matters where improvement was expected and looked for.

Mr. E. HARVEY also supported the motion, and spoke strongly in favour of the movement to obtain continuous sittings. His opinion was that to obtain what they wanted in that direction they must bring influence to bear on their friends in the House of Commons.

With some slight alterations the report was adopted, as also was the financial statement.

The following gentlemen were elected members of the committee for the term of three years next ensuing:—Messrs. C. Collins, P. F. Garnett, I. H. E. Gill, J. E. G. Hill, J. Hughes, G. Layton, and R. Nicholson, Messrs. Gill, Hill, and Hughes having been nominated by the committee as eligible for re-election.

It was unanimously resolved, "That the recommendation of the committee to invite the Incorporated Law Society of the United Kingdom to hold their next provincial meeting in Liverpool be adopted."

Moved by Mr. HARVEY, seconded by Mr. LAYTON, and resolved, "That the thanks of the society be given to the president, officers, and members of the committee for their services."

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The following are extracts from the report of the committee:—

*Members.*—There have been sixteen new members elected during the past year. The number of members at the present time is 276.

*Corporation Sales—Compensation Cases.*—With the view of avoiding disputes as to the charges to be paid to solicitors upon purchases by the corporation under their compulsory powers and of facilitating purchases by agreement, an arrangement has been come to between the town clerk and the committee as the basis to be recommended to members of this society for future transactions.

The following are the terms:—

"Where the corporation require to take property under compulsory powers, the town clerk be authorized, in his discretion, to agree that the corporation will pay the costs on the following basis:—

"1.—Where the negotiations are carried on through the solicitor acting for the owner, and a price is ultimately agreed upon, then the amount of the costs, both for negotiating and completing the conveyance, to be settled according to the scale allowed by part 1 of the First Schedule of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881; and in case the vendor shall have employed surveyors or architects in the matter the corporation to pay the fees for valuations and reports according to the Liverpool scale for valuations, but the fees of one surveyor or architect only shall be allowed unless the town clerk shall consider the employment of two to have been reasonable, and in special cases, where the town clerk is of opinion that the vendor is fairly entitled to the advice of an engineer, the reasonable fees of such engineer to be paid by the corporation either in addition to or instead of surveyors' fees.

"N.B.—The costs for negotiating will be calculated upon the total sum paid for compensation, and the costs for deducing title, &c., will be calculated upon the amount paid for the premises, exclusive of any compensation.

"2.—Where negotiations take place with a solicitor acting for an owner, but no settlement is come to, then his charges for negotiating (in addition to the costs referred to in clause 4) to be settled as between solicitor and client, based upon the second schedule of the before-mentioned order, and in case the town clerk shall not be able to settle such charges with the solicitor, the same shall be taxed by some party to be mutually agreed upon, or in case of difference by the president for the time being of the Incorporated Law Society of Liverpool or his nominee, but in such a case no surveyors' or engineers' fees are to be paid by the corporation, other than such as are allowed on taxation of the costs of and incidental to the inquiry or arbitration.

"3.—The fees of the person taxing to be calculated on the amount of the bill as allowed at the rate of 5 per cent. up to £50, and 2½ per cent. above £50; such fees and also the costs of the parties of and incidental to the taxation to be paid as and by whom the person taxing shall direct.

"4.—In all cases where the compensation is assessed by a jury or by arbitration the costs up to the date of the verdict or award respectively shall be taxed under the provisions of the Lands Clauses Consolidation Acts, and the conveyancing charges in such cases may be paid based on the second schedule of the before-mentioned order, but subject to taxation if the town clerk thinks fit."

*Sales by Auction of Real Property.*—During the past year a scheme was brought forward by Mr. Nicholson, one of the members of the society, for improving the system of sales of real property by public auction, and, in accordance with the directions of a special general meeting, the matter was referred to a special sub-committee to consider. A report was prepared by the special sub-committee, and was submitted to a special general meeting of the society, by whom it was adopted. A sales committee has been appointed, and due notice will be given when the necessary arrangements have been completed, and it is hoped that the profession generally will assist in endeavouring to give the scheme a fair trial. The committee feel that the society is indebted to Mr. Nicholson for the time and trouble which he has devoted to the preparation of the scheme.

The following is a copy of the report of the Conveyancing Committee:—

"September, 1884.

"Your committee have had before them a scheme for establishing periodical sales of real property under the auspices of this society, which is as follows, namely:—

"1.—To hold a sale by auction on one or more fixed days in each week throughout the year; to advertise the sales by official advertisements in the Liverpool newspapers in a uniform and regular manner; the whole of the arrangements to be under the superintendence and control of a special committee of this society, to be appointed by the general committee, and to be called the 'sales committee.'

"2.—It is suggested that the particulars of the several lots shall be prepared by the vendors' solicitors, being, for the sake of uniformity and convenience, written upon paper of uniform and specified size; that such particulars, with the solicitor's name and address appended, shall be left by him with a clerk appointed by the sales committee to receive them, to whom a fee shall be paid in advance according to a fixed scale, regulated in part by the length of the advertisements, to cover expenses of advertising, use of room, auctioneer's fee, &c.

"3.—The money so collected by the clerk is to be paid into a bank each day to the credit of a treasurer, by whom the expenses will be paid periodically by cheque.

"4.—The particulars of lots for sale received during the week would be arranged in due order by the clerk and sent to the newspapers for publication in one advertisement, which is to be headed by the announcement that 'the following properties will be offered for sale by public auction' on a day named at the public saleroom, and that further particulars and conditions of sale of the several lots may be obtained at the offices of the respective vendors' solicitors. Each lot or group of lots would be followed by the name and address of the solicitor advertising.

"5.—It is suggested that the advertisements should be printed in bold type, and in a style approved by the sales committee, with a view to secure their appearance in the form best calculated to attract general public attention. Assuming that each sale would be advertised for three weeks, there would be three advertisements side by side in each paper, namely, one of the first sale, another of the second, and another of the third; thus all the properties in the auction market for three consecutive weeks would be comprised in the same advertisement.

"6.—Any vendor desiring to further advertise his property would be at liberty to do so in any way he might think proper.

"7.—It is not proposed that the sales committee should print posters, as each vendor could most conveniently attend to this duty when necessary; but bills in large type, suitable for fixing in windows or otherwise on the property, would be printed and issued to solicitors advertising, stating that 'this property will be offered for sale at the public saleroom on such a date, and that further information may be found in the advertisements in the newspapers.'

"8.—It is further suggested that weekly lists should be distributed, to be hung up in solicitors' offices.

"9.—It is proposed that the sales should be held at the Law Association Room, which would be engaged or rented for exclusive use during certain hours of the same day or days of the week all the year round. The whole of each day's sale would be conducted by one auctioneer, appointed by the sales committee.

"10.—It is intended that several auctioneers should be appointed to take the sales in rotation.

"11.—The society's conditions of sale are to be the general conditions affecting every lot.

"12.—The vendor's solicitor is as heretofore to attend the sale prepared

with the particulars and conditions of sale and form of contract for signature by the purchaser and to receive the deposit-money; and the conveyance is to be completed in the usual manner between the parties.

"It is claimed for this scheme that by its adoption properties for sale would be advertised in the most effective manner possible; that a general interest in real property would be aroused in the minds of all classes of the public, which would lead to the ready investment in purchase of houses and land of money which at present goes into speculations of a hazardous or unsafe character; that such property would find a ready sale whenever its owner was willing to accept a moderate price, and that, consequently, the number of sales would be greatly increased; that many small mortgages, which are now in an unsatisfactory state, would become realizable securities, whilst the increased number of sales would probably augment the number of mortgage transactions; and further, that with all these advantages gained, expenses would be reduced, the public would be better satisfied, and the profession would find their labours and responsibilities in each case considerably lessened whilst their business would be increased.

"Your committee have carefully considered this scheme, and although not fully sharing the above sanguine expectations, are of opinion that the scheme is practicable and should be afforded a trial.

"The committee are further of opinion that the success of the scheme will in a great measure depend upon its being generally adopted by the profession."

*Trustees, Executors, &c.*—A recent decision has re-affirmed and extended the principle that trustees and executors are bound to transact personally many parts of the routine business of the trust which are usually and more conveniently transacted by solicitors or other agents; it having been decided and affirmed on appeal in the recent case of *Bellamy* v. *The Metropolitan Board of Works* (31 W. R. 900, L. R. 24 Ch. D. 387) that trustees and executors could not, without special authority in the instrument creating the trust, give the usual authority to a solicitor to receive purchase-money, they being bound either to attend in person to receive the money or to have it paid into a bank to their account. These decisions leading to much inconvenience and expense in the conduct of business, the Incorporated Law Society of the United Kingdom instructed Mr. Wolstenholme to settle a clause for insertion in wills and settlements so as to meet the difficulties above referred to. A copy of this clause and the list of cases bearing upon the point will be found in Appendix D.

The following is a copy of the Appendix D.:—

"The following cases may be referred to as bearing on the subject—viz.: *Harbin* v. *Darby* (28 Beav. 325), *Macnamara* v. *Jones* (Dick, 587), *Johnson* v. *Telford* (3 Russ. 477), *Stephens* v. *Newborough* (11 Beav. 403), *Cradock* v. *Piper* (17 Sim. 41), *Broughton* v. *Broughton* (5 De G. M. & G. 160), *Ames* v. *Taylor* (W. N. 17 Nov. 1883, 172).

"In another recent case (*Bellamy* v. *Metropolitan Board of Works* (24 Ch. D. 287) it was decided that executors and trustees could not give the usual authority to a solicitor to receive purchase-money, and that the trustees should therefore have attended in person to receive the money or have had it paid into a bank to the account of the trustees.

"To meet the difficulties created by the decisions above referred to, the Council of the Incorporated Law Society of the United Kingdom requested Mr. Wolstenholme, one of the conveyancers to the Chancery Division, and draftsman of the Conveyancing Act, 1881, to settle a clause, by way of suggestion, for insertion in wills and settlement, subject to such alterations as circumstances may require. The following is a copy of the clause settled by Mr. Wolstenholme:—

"'It is hereby declared that the [executors and] trustees or trustee for the time being may in their or his uncontrolled discretion, instead of acting personally, employ and pay a solicitor or any other person to transact any business or do any act of whatever nature required to be done in the premises, including the receipt and payment of money, and that any [executor or] trustee hereunder, being a solicitor or other person engaged in any profession or business, may be so employed or act, and shall be entitled to charge and be paid all professional or other charges for any business or act done by him or his firm in connection with the trust, including acts which [an executor or] a trustee could have done personally.'"

The rule laid down in *Bellamy* v. *The Metropolitan Board of Works* has been acted upon in the case of *Flower and The Metropolitan Board of Works* (32 W. R. 1011), where a requisition by the board that the trustees should all attend personally to receive the purchase-money, or direct it to be paid to a joint account with a bank, was allowed.

*Points of Law and Practice in Conveyancing.*—Messrs. H. W. Collins, J. Thornely, and J. W. Alsop have acted during the past year as the conveyancing referees, who are appointed to decide any difference between members with regard to the law or practice in conveyancing. Members are informed that any case for the decision of the referees should be sent in duplicate, addressed to the honorary secretary, one copy to be signed by the parties in difference or their solicitors. If in any particular case it should be so desired, arrangements will be made so that the solicitors may appear before the referees and argue the points in dispute.

*Court of Passage.*—A vacancy having occurred in the registrarship of the Court of Passage, a deputation of the committee waited upon the Finance Committee of the city council and made the following suggestions:—(1) That the appointment of registrar should be separated from that of the town clerk; (2) that the registrar should be a solicitor; (3) that there should be an appeal from the registrar to the assessor, and from the assessor to a divisional court. Mr. H. H. Bremner, barrister-at-law, has been appointed to the office. When the foregoing suggestions were made it was understood that clauses to carry out the 1st and 3rd of them would be inserted in the next Bill introduced into Parliament by the corporation, and this was agreed to by the city council at their meeting on the 13th of October last. But by a resolution passed at a meeting of ratepayers, held on the 16th of October last, your committee regret to say that these useful and necessary reforms have been indefinitely postponed.

*Chancery of Lancashire.*—During the past year the Vice-Chancellor of the Chancery Court, County Palatine of Lancaster, decided to frame new rules and orders for his court, with the view of making the practice therein correspond, as far as possible, with that of the Chancery Division of the High Court of Justice. As soon as the first drafts of these new rules were prepared, the Vice-Chancellor submitted them to this society, and to the Manchester Law Association, with a request for suggestions as to amendments or additions. A special sub-committee was appointed, by whom the rules were carefully considered, and a report upon them was prepared. The Vice-Chancellor then requested deputations from this society and the Manchester Association to meet him, that he might hear and discuss their views on the subject-matter of the reports, and, in the month of June last, deputations from the two societies accordingly met the Vice-Chancellor. The views and proposed amendments of both societies were very fully and carefully considered, and many alterations proposed were accepted at once; the others were left to be considered, and the draft rules revised. After revision they were again submitted to this society, when it was found that almost all the suggestions had been acceded to; in particular, one of great importance regarding discovery of documents, and another providing for the judge and registrar receiving scientific and other assistance in deciding questions which involve technical knowledge. A short further report was then made by the sub-committee asking for three amendments, of which two were accepted; and the rules and orders are now only awaiting the formal sanction of the High Court judges. Your society desire to recognize, not only the great courtesy invariably accorded to them by the Vice-Chancellor, but also his appreciation of their willingness to assist him in the improvement of the practice of his court and the due protection of the suitors' interests.

*Bankruptcy.*—The attention of the committee has been called to several matters in connection with the working of the Bankruptcy Act and Rules, but it has been considered advisable to postpone any action in the matter until the practice has become more settled and the working of the Act and Rules is more thoroughly understood.

*High Court of Justice (Provincial Sittings) Bill.*—This subject has again occupied much of the attention of the committee during the past year, and its importance has been evidenced by the public criticism which it has called forth. At the close of last year a deputation of this society visited Birmingham for the purpose of discussing the scheme with the Birmingham Law Society, the result being that Birmingham was included in the Bill. The Bill, having been revised, was submitted to a joint conference of the Liverpool, Manchester, and Birmingham Law Societies held in Liverpool on the 24th of January, and, with some minor alterations made at that meeting, was introduced into the House of Commons by Mr. Whitley, Lord Claud J. Hamilton, Mr. Jacob Bright, Mr. S. Smith, Mr. Muntz, Mr. Slagg, and Mr. Lewis Fry, and was read a first time on the 11th of February. The Government having intimated that they would oppose the further progress of the Bill, the various bodies interested in the measure arranged for a meeting in the House of Commons to discuss with their representatives in Parliament the best means of supporting it. A conference was accordingly held on the 25th of March, at which were represented the Liverpool City Council, Chamber of Commerce and Law Society, the Manchester City Council, Chamber of Commerce and Law Society, and the Birmingham Town Council and Law Society, and at which the following members of Parliament were also present, Mr. E. Whitley (in the chair): Sir R. A. Cross, Lord Claud J. Hamilton, and Messrs. P. H. Muntz, Jacob Bright, C. M. Norwood, Hon. E. A. Stanley, S. Smith, W. E. M. Tomlinson, R. Leake, W. F. Ecroyd, W. Agnew, H. Mason, H. Lee, and B. Armitage. It was resolved that a requisition should be made to the Home Secretary (Sir William Vernon Harcourt) requesting him to receive a deputation, and the request having been acceded to, a deputation selected from the various public bodies and accompanied by the following members of Parliament, Sir R. A. Cross, Lord Claud J. Hamilton, and Messrs. E. Whitley, P. H. Muntz, Jacob Bright, D. MacIver, W. Rathbone, R. Leake, H. Mason, A. Arnold, J. P. Thomasson, J. Dodds, and J. Slagg, and introduced by Mr. Whitley, waited upon the Home Secretary on the following day. In reply to the deputation the Home Secretary expressed his sympathy with the measure, and intimated that the Lord Chancellor was then engaged upon a scheme which might remove some of the evils complained of. A statement having appeared in the public press that a committee of judges had been appointed to consider the existing arrangements for holding assizes, a joint letter was addressed to the Lord Chancellor by the presidents of the Liverpool and Manchester Law Societies, representing that the only arrangement satisfactory to Liverpool and Manchester would be the formation of districts presided over by a judge of the High Court, and of which Liverpool and Manchester respectively would be the centres. In the reply to this letter the Lord Chancellor intimated that he would require to be satisfied that there was a certainty of sufficient work in the districts to warrant the facilities asked for. In reply to this letter, statistics were prepared both by the Liverpool and Manchester Law Societies, showing the estimated amount of business which each district would furnish, and these were forwarded to the Lord Chancellor in the form of a letter. Shortly after this letter had been forwarded to the Lord Chancellor the Committee of Judges published their report for the re-arrangement of the circuits, which was subsequently confirmed by an Order in Council, dated the 26th of June. Under this order Birmingham became, for the first time, an assize town; but, with regard to Liverpool and Manchester, in the place of the four assizes for civil business which they had previously had, the order gave only three (to be held

in November, March, and June), and it limited the arrangements made for chancery business to the hearing of causes with witnesses, thus lessening the facilities previously enjoyed in regard to both common law and equity cases. The Liverpool Chamber of Commerce having considered the Order in Council, resolved to present a petition to both Houses of Parliament against it. They also, in conjunction with the Manchester Chamber of Commerce, made a request to the Lord Chancellor to receive a deputation. In the meantime the High Court of Justice (Provincial Sittings) Bill came on for second reading, and on the 2nd of July, notwithstanding the opposition of the Government, it passed a second reading by a substantial majority. The Lord Chancellor having consented to receive the deputation, the representatives of this and the Manchester Law Society were invited to attend. The deputation, which was very large and influential, was received on the 12th of July, and was introduced by Mr. Slagg, M.P., the other members of Parliament present being Mr. Jacob Bright, Mr. W. Agnew, Mr. B. Armitage, Mr. H. Lee, Mr. S. Smith, and Mr. Whitley, and there were also present representatives of the Liverpool Corporation, Chamber of Commerce, Underwriters' Association, Steamship Owners' Association, Sailingship Owners' Association, Steamship Owners' Protection Association, and Law Society, and representatives of the Manchester Corporation, Chamber of Commerce, and Law Society. The subject of improved administration of justice was very fully discussed by sixteen speakers, and the Lord Chancellor promised to give consideration to the points which had been brought before him. At a meeting of the deputation held after the interview with the Lord Chancellor, it was resolved, having regard to what his lordship had said, to withdraw the Bill for the present session. In connection with this subject the committee have also to mention that during the assizes in August last, a deputation of the committee waited upon Mr. Justice Cave and described to him in detail the disadvantages which suitors at present suffered in the conduct of legal business, and more especially with regard to chancery and admiralty cases. His lordship received the deputation with great courtesy, and gave great attention to the facts laid before him. The committee regret to find that in the new rules which have just been issued, and which came into force on the 24th of October, the *mistake* with reference to the fourth assize has not been remedied, and that no special provision has been made for the trial of admiralty cases. They would call attention to the difficulty in interpreting the rule for the trial of chancery actions (XXXVI. 22A). If its effect is to prevent chancery actions, where there are no special sittings appointed, from being tried at the assizes, it would appear to be inconsistent with the order immediately preceding it (XXXVI. 1A) and with the decision in the Appeal Court in *Phillips* v. *Beale*, hereinafter referred to. The committee have, as heretofore, had the hearty and most valuable assistance and co-operation of the committee of the Manchester Law Association. In connection with this subject the attention of the profession is directed to the case of *Phillips* v. *Beale* (L. R. 26 Ch. D. 621); and the committee would suggest that where it is desired that the trial of an action in any division should be at Liverpool, it should be so stated in the writ and statement of claim.

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates were successful at the preliminary examination held on the 22nd and 23rd of October, 1884:—

Alexander, William John
Allison, Thomas Jordan
Anthony, William Sidney
Arnold, Frank Tertius
Aulton, Edgar Stanley
Bailey, Harry
Bamford, Thomas Henry Broughton
Barker, Valentine
Bartley, Richard Edward
Bernard, Edward John
Berry, Thomas William Seager
Bewers, Edgar James
Bower, Thomas Holme
Brindley, Evelyn
Budd, Edmund Hayward
Burlton, Harry E.
Burne, John Ford
Carr, George Frederick
Case, Charles Russell
Chapman, James
Christopher, Freville Gurney
Clarke, John
Clough, Ben
Cobb, John Austin
Collins, Ernest Frederick
Collins, Robert John
Cooper, James Hawkes
Coppell, Frank Barclay
Cornell, Edward Matthew
Costerton, Percival Sydney
Cronin, Arthur Knox
Crookes, Walter Scott
Crouch, Leonard Wing
Davies, Herbert Maddock
De Bathe, Max John
De Fraine, Ernest Edward
Doddridge, Charlie Raymond
Dootson, Thomas Robert
Drake, Brian Halsey Tyrwhitt
Druce, Julius Wyatt
Duggan, William John
Elliott, Alfred Henry
Evans, Aneurin Oliver
Everitt, Henry Reeve
Fisher, Lionel George
Flewker, Herbert Newton
Forester, Robert Harding
Fort, Thomas
Fullilove, Thomas William
Furniss, George
Gates, Herbert Methuen
Gibbons, Charles
Goodall, Henry Arthur
Grant, John Alexander
Greenwood, John James
Gregory, Herbert Edward
Hall, Francis Russell
Hampson, John Moore Christian
Hankinson, Charles James
Harland, Arthur Francis
Harries, Thomas Edward
Harris, Harry Leonard
Harris, William Nelson
Hart, Dudley Frank
Harvey, Robert James
Hawes, Charles Edward
Heppenstall, Herbert Cullin
Herring, Percy Le Strange
Hewitt, Percy Milford
Hind, Lewis
Hindle, James
Homer, Alfred
Houle, Evan Percy
Howard, Francis Stuart
Hudson, Richard
James, William Thomas
Jones, Daniel
Jones, David David
Jones, Edward Henry
Jones-Lloyd, Frederick Propert
Jones, Henry Hastings
Jones, Idris Roberts
Jones, Thomas Estyn
Joy, Richard Eustace
Kendal, Oswald
Kenrick, George
Kingdon, John Abraham
Kirkpatrick, Ivone
La Fargue, Frederick Russell
Langfield, John William Chandler
Lawman, Arthur John
Learoyd, Harold Johnson
Lingard, George Alexander Rowson
Livesey, James Frederic
Lovegrove, Lewis Saunt
Lowthian, George Henry
Lymn, Arthur
Macaulay, Aulay
Manning, Charles Moorcroft
March, Henry
Marshall, Gerald Cook Rodgers
Mason, Barry
Massey, Herbert Ernest
Mathison, William Henry
McWilliam, Herbert Gordon
May, Edwin Newton
Mellersh, Percy Sisson Neale
Moore, Bendle Warburton
Morgan, Ernest Cornelius
Murton, George
Noel, Guy
Noël, Percy
Pain, Philip
Peck, Edward Francis
Pettingill, Arthur James
Pickering, William
Pollock, Adrian Donald Wilde
Pope, Edwin Charles
Prebble, Harry Ward
Prichard, Charles Ernest Moreton
Rackham, Thomas Charles Martelli
Radcliffe, Vincent
Richardson, Hugh Hudson
Riley, Harry Eastwood
Roberts, Norman Brand
Rowland, Llewelyn
Rumboll, Charles Alfred
Rylands, George
Scott, Charles Robson
Scott, John Henry Mortimer
Sharp, Walter England
Shaw, James Longsdon
Sheehy, Robert Joseph
Sheppard, Richard
Spyer, Edmund Salomon
Stainton, Alfred Palmer
Standring, John Ashworth
Stephens, Edwin
Taylor, George
Thodey, Robert
Tilling, Walter James
Tremearne, Eustace Sewallis Shirley
Tyrwhitt, Beauchamp Edward
Verey, Gwynne
Waistell, Charles Rowland
Watson, Alfred
Watts, Thomas Forster
Way, Ernest
Welfare, James Henry
Welton, Robert
Wheble, Sidney Joseph
Whichcord, Julian
White, Charles William
Whiteside, Edward
Wilkinson, Herbert
Williams, Edward
Williams, Frederick David
Winder, Norman
Wilson, Arthur
Wilson, Harry
Woodcock, Hubert Bayley Drysdale
Wright, Ernest

## LEGAL APPOINTMENTS.

Mr. MONIER FAITHFULL MONIER WILLIAMS, solicitor, of 1, Bucklersbury, has been elected Clerk and Solicitor to the Tallow Chandlers' Company, in succession to his partner, the late Mr. Edwin Bedford. Mr. Williams was educated at Rugby. He was admitted in 1871, and he is solicitor to the Gas Light and Coke Company.

Mr. THOMAS RODERICK, solicitor, of 19, Gresham-street, has been elected Secondary for the City of London, in succession to Mr. Henry de Jersey, deceased. Mr. Roderick is clerk to the Playing Card Makers' Company. He was admitted a solicitor in 1875, and he has been for several years chief clerk in the Secondary's Office.

Mr. FRANCIS HENRY PHILLIPS, solicitor, of Chippenham and Wootton Bassett, has been elected Vestry Clerk of Chippenham Parish, in succession to his father, the late Mr. Jacob Phillips. Mr. F. H. Phillips was admitted a solicitor in 1864. He is clerk to the Chippenham Board of Guardians.

Mr. CHARLES HALL, Q.C., Attorney-General to the Prince of Wales, has been elected a Bencher of the Middle Temple.

Mr. GABRIEL PRIOR GOLDNEY, barrister, remembrancer of the Corporation of London, has been appointed a Member of the Commission of Lieutenancy for the City of London.

Mr. CHRISTOPHER LETHBRIDGE COWLARD, solicitor, of Launceston, has been appointed Clerk to the County Magistrates at that place, on the resignation of his father, Mr. John Lethbridge Cowlard. Mr. C. L. Cowlard was admitted a solicitor in 1869.

Mr. ROBERT INNES, solicitor, of Manchester and Staleybridge, has been appointed a Commissioner to administer Oaths in the Chancery Court of the County Palatine of Lancaster.

Mr. PHILIP EDWARD MATHER, solicitor (of the firm of Mather, Cockroft, & Mather), of Newcastle-upon-Tyne, has been appointed Under Sheriff of that City for the ensuing year. Mr. Mather was admitted a solicitor in 1872.

Mr. JOHN SHEARMAN (of the firm of Messrs. Caister & Shearman), of Nos. 3 and 4, New Inn, Strand, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

## LAWYER MAYORS.

Mr. Edward William Worlledge, solicitor, of Yarmouth, has been elected Mayor of that borough for the ensuing year. Mr. Worlledge is the son of the late Mr. John Worlledge, judge of county courts. He was educated at Jesus College, Cambridge, where he graduated in the second class of the classical tripos in 1872, and he was admitted a solicitor in 1875. He is registrar of the Great Yarmouth County Court, and district registrar under the Judicature Acts.

Mr. Albert Kaye Rollit, LL.D., solicitor, of 12, Mark-lane, and of Hull, has been re-elected Mayor of the Borough of Kingston-upon-Hull for the ensuing year. Mr. Rollit was educated at King's College, London, and he graduated LL.D. at the University of London in 1866. He was admitted a solicitor in 1863, and he is in partnership with his brother, Mr. Arthur Rollit. He is an alderman for the borough, joint registrar of the Hull County Court, and one of the district registrars under the Judicature Acts.

Mr. Robert George Raper, solicitor, proctor, and notary (of the firm of Raper & Freeland), of Chichester, has been elected Mayor of that city for the ninth time. Mr. Raper was admitted a solicitor in 1850. He is an alderman for the city, lecturer on ecclesiastical law at the Chichester Theological College, district probate registrar, and deputy-registrar of the diocese and archdeaconry of Chichester.

Mr. Thomas Grieves Mabane, solicitor (of the firm of Mabane & Graham), of South Shields, has been elected Mayor of that borough for the ensuing year. Mr. Mabane was admitted a solicitor in 1866.

Mr. Tom Turner, solicitor, of Hull, Beverley, and Market Weighton, has been elected Mayor of the Borough of Beverley for the ensuing year. Mr. Turner was admitted a solicitor in 1862.

Mr. Sterling Westhorp, solicitor, of Ipswich, has been elected Mayor of that borough for the ensuing year. Mr. Westhorp is clerk to the magistrates for the Samford Division of the county of Suffolk. He was admitted a solicitor in 1847.

Mr. George Graham White, jun., solicitor (of the firm of White, Dingley, & White), of Launceston, has been elected Mayor of that borough for the ensuing year. Mr. White is the son of Mr. George Graham White, registrar of the Launceston County Court. He was admitted a solicitor in 1878, and he is clerk to the Launceston Board of Guardians and superintendent registrar.

Mr. John Humphris Hodson, solicitor (of the firm of Hinckley, Hodson, & Higginson), of Lichfield, has been elected Mayor of that city for the ensuing year. Mr. Hodson was admitted a solicitor in 1861.

Mr. Thomas Creaser Kellock, solicitor and notary, of Totnes, has been elected Mayor of that borough for the ensuing year. Mr. Kellock was admitted a solicitor in 1845. He is registrar of the archdeaconry of Totnes, and he is one of the borough aldermen.

Mr. Richard Wright Millington, solicitor (of the firm of Millington & Simpson), of Boston, has been re-elected Mayor of that borough for the ensuing year. Mr. Millington was admitted a solicitor in 1865.

Mr. John Forshaw, solicitor and notary (of the firm of Forshaw & Parker), of Preston, has been re-elected Mayor of that borough for the ensuing year. Mr. Forshaw was admitted a solicitor in 1860. He is an alderman for the borough.

Mr. Frederick Greatrex, solicitor, of Stafford and Eccleshall, has been elected Mayor of the Borough of Stafford for the ensuing year. Mr. Greatrex was admitted a solicitor in 1862.

Mr. Edward Vergette, solicitor (of the firm of Vergette & Buckle), of Peterborough, has been elected Mayor of that city for the ensuing year. Mr. Vergette was admitted a solicitor in 1864.

Mr. Robby Frank Eldridge, solicitor, of Newport and Sandown, has been elected Mayor of the Borough of Newport for the ensuing year. Mr. Eldridge is the son and partner of Mr. James Eldridge, clerk of the peace for the Isle of Wight. He was admitted a solicitor in 1865.

## LEGISLATION OF THE WEEK.

### HOUSE OF COMMONS.

Nov. 7.—*Bill read a Second Time.*

Representation of the People.

Nov. 10.—*Bill in Committee.*

Representation of the People (passed through Committee).

Nov. 11.—*Bill read a Third Time.*

Representation of the People.

### HOUSE OF LORDS.

Nov. 11.—*Bills read a Second Time.*

Justices' Jurisdiction; Law of Evidence Amendment.

The directors of the Rainy Lake Lumber Company, Limited, announce the issue of £48,000 Eight per Cent. First Mortgage Debentures of £100 each. The capital of the company is £130,000, in 6,500 shares of £20 each. All the capital is subscribed, and £62,500 is paid up, leaving unpaid capital, £67,500. This amount of £48,000 Eight per Cent. First Mortgage Debentures is secured by the property and unpaid capital of the company, now vested in the Toronto General Trusts Company as trustees for the debenture-holders.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Court of Appeal. | V. C. Bacon. | Mr. Justice Kay. |
|---|---|---|---|
| Monday, Nov. 17 | Mr. King | Mr. Ward | Mr. Lavie |
| Tuesday 18 | Merivale | Pemberton | Pugh |
| Wednesday 19 | King | Ward | Lavie |
| Thursday 20 | Merivale | Pemberton | Pugh |
| Friday 21 | King | Ward | Lavie |
| Saturday 22 | Merivale | Pemberton | Pugh |
| | Mr. Justice Chitty. | Mr. Justice North. | Mr. Justice Pearson. |
| Monday, Nov. 17 | Mr. Teesdale | Mr. Koe | Mr. Jackson |
| Tuesday 18 | Farrer | Clowes | Carrington |
| Wednesday 19 | Teesdale | Koe | Jackson |
| Thursday 20 | Farrer | Clowes | Carrington |
| Friday 21 | Teesdale | Koe | Jackson |
| Saturday 22 | Farrer | Clowes | Carrington |

### HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1884.

LIST OF ACTIONS FOR TRIAL WITHOUT JURIES.

Including those Transferred from the Chancery Division by Order.

(*Concluded from p.* 36.)

375 Goodhall (Hume, B and E) v Morgan (R Wells)
376 Merchants' Bank of Canada (Murray, H and S) v Shadbolt and Sons (Truefitt and G)
377 Chapman (C E Goldring) v Hayman (W R Helmore)
378 Fieber (D W Tough) v Boerger (Parker and P)
379 Renner (W B Harte) v Bartling (M Hawkins)
380 Rathbone and Son (Hickling, W and P) v Bryant and anr (R Plews)
381 Willsher and Co (G R Harrison) v Brittain (Crundall and Co)
382 Slater and Co (J Myers) v Goodman (F Venn and Co)
383 Howard and Sons (Harries, W and R) v Hyde and Wife (Linklater and Co)
384 Hazell (Woodbridge and Son) v Budden (Carr and Co)
385 Loverdo (T H Steward) v Gray (In Person)
386 Halsey (Bridges, S H and Co) v Arnold (Darley and C)
387 Perkins (Wake, May and M) v Smith (Simpson, H and Co)
388 Garbutt (Rollit and Sons) v Hillicoat (G E J Gibney)
389 Bodenschatz and anr (H T Twynam) v Ochs (H T Tiddeman)
390 Tidswell (F Brooke) v Shaw (Peacock and G)
391 Milman (O Vernède) v Roe and anr (S H B Behrend)
392 Murchy, Ralsdon and Co (Waltons, B and W) v St. Croix (Lowless and Co)
393 Jenkinson (R J Witty) v Borrett (H C Knight)
394 Scott (W Norris) v Trowse and Smith (A Price)
395 Thornton (G H Hall) v Hudson (W Tanner)
396 Capron and ors (Capron and Co) v Lockwood and Wife (Simpson H and Co)
397 Percival (T G Everill) v Ayshford (A Kisch)
398 Barnard (G W Barnard) v Mosse (Roopers and W)
399 Sobernheim (Elborough and D) v Spartali (Hollams, Son and G)
400 Finch (A Turner) v Burnett (Sutton and O)
401 McBean (A R Oldman) v Dalton (In Person)
402 Earl of Chichester (Warrens) v Wilkins (W Rawlins)
403 Capital and Counties Bank ld (Robins, C and K) v Baylis and anr (In Person)
404 Manning (In Person) v Halcombe (F Bradley)
405 Budgett and ors (Ingle, C & H) v Walsh (Goldring and M)
406 Biscay Steamship Co ld (W W Wynne and Son) v Le Cercle Transports Marine Insurance Co and anr (Hollams, Son and C)
407 Lord Onslow (W R Francis) v Roake (T D and W H Pettiver)
408 Smith (Finais and W) v Roberts (J W Harling)
409 Provincial (Brush) Electric Light and Power Co ld (P J Burt) v Grover and Wilkes (Wrightson and R)
410 Forwood, Bros and Co (Flux, Son and Co) v Chapman (R Routledge)
411 Winn (H R Newson) v Mc Sheehan (Rogers, Sons and R)
412 Vestry of St Luke's (J A Wild) v Regent's Canal City and Dock Co (Higginson and V)
413 Kearns (In Person) v Mann and ors (Collyer-Bristow, W and Co; Marchant and B
414 Jennings (Bolton and Co) v Veness (C G Hobbs)
415 Fritz (G H Hall) v Wallace (Greig, M and B)
416 Flinn (Hepburn, Son and Co) v Blount (H J Philpott)
417 Benton and anr (Aldridge, T and M) v Forder, Goodman and Co ld (W F Tarn)
418 Hermann (E D Lewis) v Jeuchner (Freeman and W)
419 Overton (P K Langdale) v De Bearn (Lumley and L)
420 Calcut (Same) v Same (Same)
421 Hill and Son (Same) v Same (Same)
422 Burra and ors (Lawrance, P and B) v Ricardo and Co
423 Stephens and Mawson (W A Crump and Son) v Le Bathe and ors (Crundall and Co)
424 Smyth (Herbert and K) v Foster (F W Brothers)
425 Grigg (Dawes and Sons) v Cox (A W Timbrell)
426 Wickens and anr (Same) v Harris (Wetherfield and Son)
427 Anderton (G S Hare) v Clark (J J Corbin)
428 Pulford (C Harcourt) v Schreiber (W G Morris)
429 Cooper (F Bradley) v Kedgley (Eldred and B)
430 Haworth (G E Kaye and Co) v Aylmer (Vallance and V)
431 The Bristol, West of England and South Wales Permanent Bldg Soc (Ley and L) v Orr and ors (Weeks and Son; Ramsden and A; Gordon and D)
432 Paske (Smiles, B and O) v Baxter and Shore (Hatton and W)
433 Muller and Lohse (H Montague) v Wolffe (C Gilliatt)
334 Powell (Harris, Powell and S) v Abbott (Torr, J and Co)
435 Barnett (Noon and C) v Kaempfe and List (Simpson and C)
436 Bowles (A J Murray) v Hutton (W Maynard)
437 Elwell (Newton C and C) v Jackson (J Carnegie)
438 London and S W Bank ld (Hubbard, Son and E) v Stingfield (G C Lea)
439 Daniel (D Harrison) v Davies (Rees, Davies and Co)
440 Armstead (Munton and M) v Palmer (Maples, T and Co)
441 Thurston (T D Dutton) v Appleton (Brocklesby, L and B)
442 King (N Argles) v Mackenzie (Bolton, R and B)
443 Gates and ors (Jackson and W) v Wass and Wife (G T Robinson)
444 Wood and anr (Brandons) v Chichester (E D Lewis)
445 Thomson and anr (Wilkins, B and D) v Wakeley Bros
446 Charlton (H Levy) v Hoole (J R Pateman)
447 Cloetta (Lindo and Co) v Maffuniades (Baker and N)
448 Jones and anr (Blair and G) v Cotton (Pyke and M)
449 Morel Bros (Same) v Wisdom (A Myers)
450 Pilsen, Joel and General Electric Light Co Lim and Reduced (Parker, G and P) v Hutton (A Myers)
451 Webster (C G Hobbs) v Armstrong and anr (Senior, A and J)
452 Knight and ors (J Knight and Co) v Clarke and ors (Beard and Sons)

453 Broadmore (T S Cox) v L and S W Railway Co (Birchams)
454 Gooding (Peacock and G) v The Local Bd of Health for Dist of Ealing (Wright and P)
455 Chadwick (F Hill) v Tice (Reader and H)
456 Frankle and anr (Noon and C) v La Renaissance Fire Insurance Co (M Abrahams, S and Co)
457 Same (Same) v La Continentale Fire Insurance Co (Same)
458 Verity (B Ashton) v Reynolds (Stewart and Co)
459 Turner (Flint and G) v Capsey (J Gibson)
460 Robinson, Fleming and Co (Cooper and W) v McLeod (Linklater and Co)
461 Lord (Hepburn, Son and C) v Rocha (H L Bird)
462 Blythe (Dangerfield and B) v Chancellor (Withall and Co)
463 Lord Tredegar (Carlisle and O) v Alexandria (Newport and South Wales) Docks and Railway Co and Newport (Alexandria) Dock Co Limited (Markby, S and Co; Bircham and Co
464 City Bank Limited (Jennings and Son) v Mitchell (W Whitfield)
465 Ford (S S Seal) v Hall (Greenop and Sons)
466 Nurse (E T Tadman) v Johnson (H G Smallman)
467 Harston (R C Want) v Ross (Lumley and L)
468 Powell (Davidson and M) v Pickersgill Bros (Preston and Co)
469 Shrimpton (Leslie and H) v Wicks (J Neal)
470 Henderson (F Stanley) v Solomon and anr (Beyfus and B)
471 Barnes (Sidney, Smith and Son) v Strousberg (Carr and Co)
472 Parker (J Elliott) v Whitefoord (M H Lewis)
473 Wheal Castle Mines Limited (T and H R Gill) v Taylor (H Montagu
474 Brinsmead (Cooke, Collis & S) v Borras (W H Philp)
475 Vivian (A Pulbrook) v Pine & ors (S Fox; Saxelby and J)
476 Richardson (A Kish) v Graham (J Kendrick)
477 Harston (R C Want) v Harvey (Snell, Son and G)
478 Pawley (J Curtis) v Perrott (J W Sykes)
479 C G Meier and Co (Harwood and S) v W H Cole and Co (Clarke, R and C)
480 Tautz (W Stollard) v Beresford (Brandons)
481 Jacobs and Co (R H Ward) v Greenbaum (J J Chapman)
482 Crosby (W H Smith and Son) v Nouveau Monde Gold Mining Co, Limited)
483 Stacey (C S Rowth) v Lumley and anor (Lumley and L)
484 Allan (Rowth, S and C) v Regent's Canal City and Docks Ry Co and ors (Higginson and V)
485 Mellor (Dubois, R W) v Thompson and ors (Smiles, B and O)
486 Philpott (Rooke and Sons) v Hanbury (Goodhart and M)
487 Hill and anr (Janson, C P and Co) v Edward (Tatham and Sons)
488 Mason and anr (Clarke, W and R) v Ashton Gas Co (Burgess and C)
489 Mercer and Co (S E Lambert) v Argus Club and ors (Lindus and B)
490 Société Uuiverselle d'Electricité Tomassi (Lindo and Co) v Von Limburg (Hollams Son and Co)
491 Pini and ors (Hudson, M and Co) v Coste and Co (Sorrell and Son)
492 Symes (J H Hortin) v Armstrong (S B Abrahams)
493 Wells (G H Finch) v Real and Personal Advance Co, Limited (E Kinns)
494 Pawsey (A Double) v Bell (W Carpenter and Sons)
495 Bennett (Kingsford, D & Co) v Terry (T Matthews)
496 Nathan, Newman and Co (J Curtis) v Peers (R H Sayle)
497 Watkins and Co (Woodbridge and Sons) v Domithorne (Hunters, G and Co)
498 Leage and anr (Peacock and G) v Morrison and ors (G S Hare)
499 Nicholson (M Abrahams, Son and Co) v Blumberg (C F C Lawes and Co)
500 Cannes Napoule Land Co, Ld (Nash and F) v Société Générale des Terrains de Mandelieu et du Golfe de la Napoule (W F Tarn)
501 Sarson and anr (Field, R & Co) v Miles and ors (C J Mander; Parkers; Robinson, P and S)
502 Mudie (Botterell and R) v Arbib (Wild, B and B)
503 Midhat (Midhat and Co) v Lewis (W F Morris)
504 Johnson (Tatham and Payne) v Swallow (T C Swallow)
505 Wellstead (Noon and Co) v Perkins and Son (Clarke, R and Co)
506 Logan and anr (Cunliffe, B and D) v Hill's Dry Dock Co (Ingledew and Co)
507 Hodgkin (Waterhouse, W and H) v Breslauer (Crundall and Co)
508 Same (Same) v Breslauer, Son and Co (Same)
509 Smith (T R Appe) v Peacocke (Lumley and L)
510 Hamer (G Jones) v James and anr (Paterson, Snow and Co; Jno Hughes)
511 White (G McA Law) v Francis and anr (R H Thrupp)
513 Schlette (Lumley and L) v Guthrie (W T Elliott)
513 Smith (Kingsford, D. and Co) v Smith (W W Young)
514 Hurford (J R Mayor) v Jones (Wood and W)
515 Wagner and Co (R H Ward) v Greenbaum (J J Chapman)
516 Tomkins (W Stollard) v Hoare (Tidy and Tidy)
517 Cawker (Field, R and Co) v Jones, Heard and Ingram (Gregory, R and Co)
518 Woods (F H Gruggen) v Maurice (R A Biale)
519 Cerruti (T Cooper and Co) v Schumacher and Co (W J Foster)
520 Chichester (Brocklesby, L and B) v Lance (G S Warmington)
521 Dudman, by next Friend (Humphreys and Son) v N London Ry Co (Paines, L & B)
522 Daniel (H J Liggins) v Headland (Coldham and J)
523 Walton, trading, &c (Bell, B and G) v Etherington (Rooks and Co)
524 Galpine (Wild, B and W) v Barnup (P Nazer)
525 Thorpe (Chester, M B and G) v Midland Ry Co (Beale, M and Co)
526 Hyatt (E H Peach) v Benjamin (Heath, P and B)
527 De Mattos and Co (Crundall and Co) v Gt Eastern Steam Ship Co ld (Gregory R and Co
528 Graham (E Swain) v Conservative Press Co ld (A Poland)
529 Beauclerk and anr (Morley and S) v St Helen's &c, Trams Co (White, Borrett and Co)
530 Walton (R H Ward) v Healy (J Rexworthy)
531 R H and J Sharp (W R Helmore) v Crapon and Co (Johnson and W)
532 Holton (Cleveland and L) v L and S W Ry Co (Bircham and Co)
533 Krcrouse (J H Horton) v Benton (Le Riche and Son)
534 Scandret (Best and P) v Pope (Hortin, J H)
535 Hobbs (In Person) v Collins (Angell, J T and P)
536 Sanroma (Reader and Hicks) v Evans (Brunskill, R F)
537 Whitmarsh (Lockyer and D) v Scott (In Person)
538 Shearer (Swain, E) v Flesher (Gasquet and M)
539 Johnasson and anr (Waltons, B and W) v Gordon (Botterell and R)
540 Hebbard (Cattlin, H W) v Tichiax and Co (Crook and C)
541 Savory (Beyfus and B) v Winchester (Walker and Co)
542 Springett (Alsop, Mann and Co) v London and S W Bank ld (Hubbard, Son and Co)
543 Fraser (Vincent, H) v Stiles (Tetley, W J)
544 Elkington (Dermott, C W) v Lafone (Murray, Son and H)
545 Stradling (Norris, W) v Ross (Lane and A)
546 Same, extrix, &c (Same) v Same (Same)
547 Levin (Hamis, J) v Seligsen (Morris, W G)
548 Brooks and anr (Barren H E) v Andel and ors (Ilderton, H D)
549 Bewick (Radcliffe, C and M) v Beaumont (Bell, B and G)
550 Porter and anr (Sadgrove, A W) v Fletcher (Fowler, J S)
551 Diplock (Burns, A H) v Benton (Leslie, A)
552 Duke of Norfolk and others (Geare, Son and P) v Midland Ry Co (Beale, M and Co)
553 Ross and Co (Russ, C A) v Vavasseur (Tatham, O and N)
554 Neale (Brandons) v Clark (Crafter and B)
555 Sheffield and Co (In Person) v Curtis (Russ, C A)
556 Smith (Freshfield and W) v Horwood and ors (Pyke and P)
557 Willis (Gellaty, Son and W) v Hibbs (Brett, G)
558 Lowther (Jones, H C) v Lowther and ors (Foss, F; In Person)
559 Logan and Co (Smiles, B and O) v Turquand and Whinney, Trustees, &c (Linklater and Co)
560 Spyer (Spyer and Son) v Harvey (Martin, A)
561 White and anr (White, B and Co) v Williams (Beer, P H)
562 Ferne (Harris, H) v Hiscock (Wenn, L A)
563 Reader and anr (In Person) v Langton (Morris, W F)
564 Vulliamy (Pyke and M) v Bowron (Kerley, Son and V)
565 Mathewson and anr (Faithfull and O) v Heighton Bros (Thompson and W)
566 Schofield (T Durant) v Foulerton (Rose-Innes, Son and C)
567 Lane (J. Haynes) v Dennett (M S Rubinstein)
568 Hartas (S R Pollard) v Williamson (H W Chatterton)
569 Sturgeon (Nash and F) v Cheese (in person)
570 Dawson (Baker and N) v Howell (H Montagu)
571 Knox (Baker and N) v McLachlan (Hopgood, F and D)
572 Shoppee and anr (G A Shoppee) v Ellen (Hooker, B and T)
573 Thompson (Burn and B) v Vernon (Francis and J)
574 Proprietors of "Money" (H W Chatterton) v Piers (W Eley)
575 Clarke (F A Foster) v Woods (N White)
576 Frost (H Moss) v De Mouncie (Crawford and C)
577 Dennett (Newton and W) v Smith and anr (Maynard and B)
578 Stewart (Lyne and H) v McCullagh (M K Braund)
579 Henderson, Trustee, &c. (Ingle, C and H) v Ballinger (Head and H)
580 Richardson and anr (P W Nazer) v Moule and Sons (Peterson and P)
581 Carpenter (W Maynard) v Hicks (W H Hudson)
582 Banting (Hill, Son and B) v London Road Car Co Ld (H. Fox)
583 Hope (Burchell and Co) v. Burnes and Oates (Ward, M, W and L
584 Trent Bros (H C Ladbury) v Hodgson (Abbott, J and A)
585 Hoare (F. F. Bonney) v Kearley (W H Herbert)
586 Carter (A Parker) v Le Fevre and ors (H Holland

## MATTERS IN BANKRUPTCY.

Motions and Appeals for Hearing before Mr Justice Cave.
Monday, November 10th, 1884.

In re Francis — Expte Blaiberg application to commit
In re Holmes — Expte Trustee appeal
In re Thomas — Expte Poppleton appeal
In re Speight, Hepworth and Co — Expte Brooks appeal
5 In re Whitehead — Expte South appeal
In re Darlow — Expte Darlow appeal
In re Windus and Dunsmore — Expte Skinner motion
In re Hall — Expte Close appeal
In re Morewood — Expte Trustee motion
10 In re Ingham — Expte Trustee appeal
In re Same — Expte Same appeal
In re Thomas — Expte Trustee appeal
In re Gillespie and Gillespie — Expte Morriss motion
In re Harris and Joel — Expte Joel appeal
15 In re Parker and Parker — Expte Trustee motion
In re Blakeway and Thomas — Expte Shaw motion
In re Marx, C. — Expte Landeck motion

Appeals for Hearing before the Divisional Court.
Wednesday, November 12th.

In re Brightmore — Expte May
In re Munday — Expte Allam
20 In re Riddeough — Expte Vaughan
In re Campbell — Expte Wolverhampton and Staffordshire Banking Co
In re Walsh — Expte Jones
In re Levy — Expte Trustee
In re Shield, R and W — Expte Stamford, Spalding and Boston Banking Co
25 In re Mc Ginity — Expte Official Receiver
In re Rogers — Expte Trustee
In re Hook — Expte Trustee
28 In re Arden — Expte Arden

## ADDENDA TO THE CROWN PAPER.

Dorchester Forsyth v Mitchell
Yorkshire, Bradford Burns v Drammond and Son
Durham, Stockton on Tees and Middlesborough Jaeger Bros v Tutt
Hampshire, Bournemouth and Christchurch Bournemouth Commrs v Watts
Somersetshire Shepherd v Folland
Devonshire, East Stonehouse Norman v Lezant School Board
Met Pol Dist Blashill v Chambers
England Great Western Ry Co v Central Wales &c Ry Co
Breconshire Lewis v Jones
Yorkshire, W R Greenbank v Sanderson and anr
Same Same v Sanderson
London Tipper v London and St Katharine Docks Co
Middlesex, Bloomsbury Watts v Yorke and Co
Essex Black v Epping Union
Middlesex, Bow Willsmer v Cottee
Worcestershire, Dudley Gt Western Ry Co v Lowe
Glamorganshire, Swansea Davies v Morgan
Middlesex, Westminster Rosenblum v White
Lancashire, Chorley Marsh v Prudential Assce Co ld
London Skinner v Frere and ors
Isle of Ely The Queen v O C Peel, Esq and ors Jj &c and Clark
Bradford The Queen v B Priestly, Esq and anr Jj &c
Dorsetshire The Queen v J M Pulteney Montagu, Esq and ors Jj &c
Yorkshire, Bradford McDonald v Ogden
Yorkshire, E R The Queen v Overseers, &c of Parish of Kilham
Kent, Sevenoaks Bennett v Terry
Cambridge The Queen v W B Redfarn Esq and ors Jj &c and Garner
Staffordshire The Queen v South Staffordshire Waterworks Co
Middlesex, Edmonton Riley v Perkins
Newcastle on Tyne The Queen v H Milvain Esq and ors Jj &c and Bartlett
Middlesex, Edmonton Kurlander v Kohner
Lancashire Moss v Kendal
Somersetshire Great Western Ry Co v Northmore &c District Board
Worcestershire, Stourbridge Stevens and anr v Great Western Ry Co
Met Pol Dist West Middlesex Water Works Co v Coleman Coleman v West Middlesex Water Works Co
Middlesex, Bloomsbury Watson v Ellis
Yorkshire, W R Harpin v Sykes

## REGISTRATION APPEALS.

City and County of Exeter, Polling District, No 9 Parish of St Thomas the Apostle Ford v Hoar
City of Worcester Parish of Blockhouse Bollen v Southall
Borough of Cardiff Parish of St John the Baptist Bloose v Wheatley
N Division of Leicester, Polling District of Seals Seals T Llewelyn Jones v W Napier Reeve

## ADDITIONAL LIST OF OPPOSED MOTIONS.

Hammett v Eames
Emery v Sands
Fox and anr v Haselwood and anr
Weldon v Weldon
Davis v Swinburne
Christopher and anr v Croll and ors

Drax v Baker
In re an Arbitration between Ashby and Hooper and Co
In re a Solicitor, Expte Montagu
Plenty and Son v Scott and ors
Victoria Colliery Co v Barnes (Welton, claimant)
Baker v Winby
In re an Arbitration between Joseph Knight and Leopold Solomons
Learoyd v Stratford
Piercy v The North and South Wales Bank
Ward v Pilley
Terry and anr v Micci
Freeman v Brind
In re a Solicitor, Expte W E Baylie
Hyam and Co ld v Graham
Banks v Holleworth
Same v Same
England v Shearburn
Evans v Price
Blumberg (Widow) v Blumberg & anr
In re a Solicitor Ex pte Howes
Keevil v Matthews & anr (urgent)
The Standard Fire Office v Brandon
Mayer and anr v Wallis and ors
Lon Tilbury and Southend Ry Co v Kirk and anr
Best and anr v Canham and anr
Ayling v Thompson
Potter and anr v Same
Saville v Sutherland
Macbriar v Cooke
Dyson v Philp
Favell v Local Board of Normanton (by order)
Selons & anr v The Wimbledon Local Board
Same v Croydon Rural Sanitary Authority and ors (urgent)
Philipp Bros v David
De Villiers v Benjamin
Agnew and ors v Usher
Union Bank of Spain and England v McNaught and ors
Blakely v Milner

## MIDDLESEX.—MICHAELMAS SITTINGS, 1884.

### LIST OF ACTIONS FOR TRIAL WITH JURIES.

(*Concluded from p. 37.*)

328 Turner (Parker and P) v North Met Trams Co (H C Godfray) SJ
329 Johnstone (Beswick and Co) v Dillon (Goldberg and L)
330 Pollock (Quick and Co) v Hatton and anr (In Person)
331 Daniell and anr (Burgoynes, M and B) v Robinson and anr (Guarantee Soc 3rd parties) (Cooper and B; Staden and M) SJ
332 Fleet and Co (West, K A and Co) v Lon Gen Omnibus Co (Harriss, W and R) SJ
333 Shickle and ors (J W Smart) v Lawrence and anr (T Pettengill; Heritage and Co) SJ
334 Vigers and ors (West, K A and Co) v Sovereign Life Assce Co (Campbell, R and H) SJ
335 Postal Stamping, &c ld Co (Pyke and M) v Matthews (J A Bartrum)
336 Wright (T. C. Williams) v Wright (A Turner)
337 Babcock and Son (Harper and B) v Moon (H G Smallman) SJ
338 Canning (Crowdy, Son and T) v Hoare (W and A R Ford)
339 Wright (Lewis and L) v Slator (Scott and Co) SJ
340 Same (Same) v Queenborough (the younger) (Same) SJ
341 Piero (W Heggerty) v Patent Tunnelling, &c Co ld and ors (Rodgers and C Wilson, B and C) SJ
342 Rayner (G Clark) v Jeffries (W H B Pain)
343 Hamber (G A Stewart) v Bucktrout (Wild, B and W)
344 Buckland, extrix (West, K A and Co) v Roxburghe and ors (S Whitehead)
345 Ball (Mackrell, M and Co) v Saunders (Stokes, S and S)
346 Weeks (T D Dutton) v Cason (E H Parnell)
347 Porter (R. J. Abbott) v Hind and Son (Marsland, H and E)
348 Belcher (Watson, Sons and R) v Skidmore (Ingram, H and Co) SJ
349 Graham (S Tripp) v Atkinson and Co (Barnard and Co)
350 Ramsden (M K Braund) v Whiteley (W H Herbert) SJ
351 Crauford (Coo)son, W and P) v White (G S Hare)
352 E Foster and Co (C H de G Robertson) v The Representatives of the late John Wedgwood (Coopers) SJ
353 Slattery (F Harvey) v Ritchie (Wontner and Sons)
354 Wallace (J T Watson) v Nat Prov Bank, &c and anr (Wilde, B and M) SJ
355 West (Crook and C) v East and West India Dock Co (Freshfields and W) SJ
356 Hall and ors (Crosley and B) v London Trams Co ld (J O Jacobs) SJ
357 Thomas (Noon and C) v Hughes (Farnfields)
358 Mobbs (Farlow and J) v Morris (Newton and W) SJ
359 Mason (Boxall and B) v Smith (Walls, A and M) SJ
360 Parisot (J and C Attenborough) v Blaigberg (F R Hill)
361 Lon T and Southend Ry Co (Palmer and B) v Kirk and anr (Mackrell and Co) SJ
362 Barber (Indermaur and B) v Cobbold (H W Chatterton)
363 Ennever (Connolly, T) v Taylor (Vallance and Co)
364 Willcocks (Lovett, H A and Co) v Bastow (Barnes, R)
365 Waite (Rae, J) v Cash (Howse, P)
366 Hingston (Same) v Same (Same)
367 Tucker (Bolton, R B and Co) v Balderson (Dod and L)
368 Croker (E Bogue) v Woodhouse and anr (S Morse)
369 Alt (Barnard and Co) v. Lord Strathedon and Campbell (Bockett and Son)
370 Marsh (R V. Chilcott) v Franklin and Wife (Hurd and Co)
371 Hill (W H Stallard) v Doisley (H. Montague)
372 Thompson (T Conolly) v Robson (Stevens, B and S)
373 Howe (Lockyer and D) v Sharp (Noon and C)
374 Clench (Fisher and C) v Sharp (G Cordwell)
375 Lane (Senior, A and J) v Moeder (Sharp, P and Co) SJ
376 Carter (Fisher and C) v Freeman (J H Lydell)
377 Monro (Lane, M and S) v Toten and anr (E and W. Mote: Woodbridge and Sons)
378 Jones (A Martin) v Bostock (H Perrett)
379 Furber (R Furber) v Humfress (Clarkson, G and W)
379a Ockmore (J Pearce) v McGrath (G F Hird)
380 Emmott (In Person) v Lord Lennox (H W Chatterton) SJ
381 Cheese and anr (A Cheese) v Otway (Ellis and E)
382 White (Hatton and W) v Billing (C Biller jun)
383 Carpenter (Vanderpumps) v Langton (D Warde)
384 Dawson (C A Angier) v Fox (M T Hodding)
385 Strousberg (Andrews and O) v Peel (D E Chandler)
386 Richards (Irwin and N) v West Middlesex Water Works Co and anr (Baileys, S and G; W E Ruddle) SJ
387 Bedborough (Gregory, R and Co) v Wanklyn (Campbell and Co) SJ
388 Fleming (Lewis and L) v Long (R F Brunskill) SJ
389 Haines, Batchelor and Co (R Greening) v Firminger and Howard (Houghton and B)
390 Downs and anr (R Davies) v Vine (P Thornton)
391 Hoiles (C Jerome) v Sworder (J N Mason)
392 Partridge (Marchant and B) v Lon Gen Omnibus Co ld (Harries, W and R)
393 Hatfield (L Nevill) v Eureka Concrete Co ld (F T Rushton)
394 Wolmershausen (Davidson and M) v Short (Van Sandau, C and A)
395 Beale (Hindson, M and V) v Hanbury (F C Greenfield) SJ
396 Davey (J S Rubinstein) v Glaisher (Letts Bros)
397 Neave (Lambert, Petch and S, v Hatherley and Gardiner (A E Copp, H. Montagu) SJ
398 France (Rye and E) v Cowland (Storey and C)
399 Smith (J H Child) v Fitz Gerald (Carlisle and C) SJ
400 Graves (Pearpoint and L) v McLean (Heath, P and B) SJ
401 Grundon (E Wallis) v Master and Co (R G Chipperfield)
402 Marcussen (L Barnett) v Brice (Bolton, R B and Co)
403 Sparrow (Dubois, R and W) v The Bodega Co Limited (Gadsden and T) SJ
404 Wolff (Heath, P and B) v Stenning (In Person)
405 Capon (T J Angell) v Coster and anr (W G Brighten)
406 Bradbury (S B Somerville) v Timson (Chamberlayne and D)
407 Same (Same) v Cooper (Same)
408 Griffiths (Faithfull and O) v Agate (Robinson, P and S)
409 Callow (Scoles and Co) v Gun and Shot and Griffin's Wharves Co Limited (Hughes, M and R)
410 Williams (Ford, L B and M) v Dowling (W H Smith and Son) SJ
411 Vincent (W R Francis) v Day (In Person)
412 Kemble (Cooper and B) v Bruff and anr Finney, B and C) SJ
413 Edwards (Wyatt) v Smith (Saunders and Co)
414 Mosley (S S Seal) v Bridger (Nye and G)
415 Bambridge (W Eley) v Randall (Wolferstan and Co) SJ
416 Dayrell (Twisden and Co) v Robarts (Digby and L)
417 Adams (Champion, B and P) v Cox (G Brett)
418 Wingfield (Denton, H and B) v Creagh (J G Dalzell)
419 Thuey (H A Graham) v Staines and West Drayton Railway Co (Sci fa agst H Ansdell (Hallett and W)
420 Same (Same) v Same (Sci fa agst E Lucas) (Same)
421 White (W Wild) v Walker, Donald and Co (Ingledew and I) SJ
422 Ford (E M Chubb) v King (R Mossop)
423 Collins and anr (W Cooper) v Turner (Ridley and B)
424 Van Stalk (Stokes, S and S) v Horsley (Crump and Son) SJ
425 How (R B H Fisher) v Piffard (Wilson, B and C)
426 Saunders and anr (F Bradley) v Howard (Lewis and L)
427 Robinson (S Tripp) v Cooke and anr (Wilkinson and Son)
428 Morrow (Elmslie, F and E) v Allan (Owles and C)
429 Juggins (Maraland, H and E) v Gt Western Ry Co (R R Nelson) SJ
430 Tarbuck (Noon and C) v Wright (A E Francis)
431 Gibson (Seeley and Son) v Bassano (Shaen and Co) SJ
432 Rogers (G W Churchley) v Findlater, Mackie and Co (Lewin and Co) SJ
433 Tasch (A Abrahams and Co) v Treadwell (S Francis)
434 Gardner (F Norton) v Rogers (Rogers and Co)
435 Hind (In Person) v Russell (QC, MP) and ors (Munns and L Crosley and B A W Burr J W Smart)
436 Bell and ors (exors) (Mackrell, M and Co) v Local Board, &c, of Tottenham (Heath, P and B) SJ
437 Williams (C Gilliat) v Edwards (Hicks and A)
438 Caldwell (H W Christmas) v Bird (F W Henry)
439 Wilkinson (Wood and W) v Gt Eastern Ry Co (W F Fearn) SJ
440 Sittingbourne and Sheerness Ry Co (Upton, A and U) v Eyre and anr (G L P Eyre and Co; H Palmer) SJ
441 Same (Same) v Lawson (H Palmer) SJ
442 Currell (S Price and Son) v Levy and anr (A T Cox) SJ
443 White (H W Chatterton) v Williams (Kidsdale and Son)
444 King (Noon and C) v North London Ry Co (Paines, L and P) SJ
445 Brown (Stones, M and S) v Culverwell, Brooks and Cotton (Flux and Co)
446 D'Bhahda (T D Dutton) v Munro (Munns and L) SJ
447 Gibbings (S Hughes) v Saunders (Stokes, S and S) SJ
448 Legge (Steadman and Co) v Yates and ors (Lewis and L) SJ
449 Warner (D Warde) v Smith and Sons (C Smith)
450 Priestman (H E Kisbey) v Wilson (J H Lamb)
451 Grant (A Kisch) v Yates (Lewis and L)
452 Russell (T J Angell) v Street and anr (Same)
453 Bruce (Stevens and Co) v Rowley (F Cherry)
454 Lapthorne and Goad, trdg &c (Crowder, A and V) v St Aubyn and ors (Park, Nelson and Co)
455 Garrett and Wife (Hunter and D) v Met Ry Co (Fowler and P) SJ
456 Saunders (W Norris) v Griffiths (G and W Webb)
457 Mills (H Savidge) v West (Gamblen, B and W)
458 Jeffreys (T D Dutton) v Cane (Watson, Sons and R) SJ
459 Davey (C R Randall and Son) v Taylor (Lewis and L)
460 Carter (Rogers, Sons and R) v London Gen Omnibus Co Ld (Harries, W and R) SJ
461 Creagh (Beal and de S) v Warner (P J Burt)
462 Haines (Wakeford, May and M) v Guthrie (Oehme and S)
463 Stephens and Mawson (Pattison, W and Co) v E Finch and Co Ld (Greville and B SJ
464 Connolly and ors (Morley and S.) v Pugh (Russell and S)
465 Steines (A Armstrong) v Brenner (Lane and A)
466 Irish (Brownlow and H) v N District Telephone Co Ld (T Southgate)
467 Murton and anr (Same) v L B and S C Ry Co (Norton, R N and Co) SJ
468 Abrahams (H M Sydney) v Joselyne (Gasquet and M)
469 Horne (Griffinhoofe and B) v Storr (Greenfield and A)
470 Dove (H F Bernett) v Sampson (Lewis and L) SJ
471 Gadsden (R Carter) v Emery (Freeman and W) SJ
472 Mounter (A L Houlder) v Mounter (A L Antill)
473 Mountain, Horsleys and Co (E T Hargraves) v Sydney, Meyer and Son (H H Meyr) SJ
474 Smooker (R Chapman) v Holt and Co and anr (T W Ratcliffe and Son A G Ditton) SJ
475 Brewis (A Myers) v Pearce and anr (Lewis and L) SJ
476 Faulkner (J Nicholls and Co) v Henson (C E Baker)
477 Tomlinson (J J Harlow) v Land and Finance Corpn Ld (Smiles and Co)
478 Austin (J R Baron) v Marcussen (L Barnett)
479 Unwin (G S Warmington) v Carter (J Davis) SJ
480 Mortimer (S R Preston) v Young (G A Sedgwick)
481 Kirk and anr (H J Jennings) v Gully (Reyroux, P and G) SJ
482 Wells (Keighley and B) v Masons' Co. of London (Hunters, G and H)
483 Macle..d (E. J. Ward) v Jackson and Graham (Gadsden and T)
484 Elise (H M Pike) v Countess Wittgenstein (Hall, Knight and Co)
485 Gregory (R Bridger) v Tippetts (Cannon and T)
486 Quick (F J Mann) v Gt. Western Ry. Co. (R R Nelson)
487 Malthouse (Same) v Henderson (Crowdy, Son and Co) SJ
488 Trer dell (Brook and C) v Scales (Hollams, Son and C) SJ
489 Vassie (J Rae) v Baker (M S Rubinstein SJ
490 Campbell (Le Riche and Son) v Bidder (Quick and Co)
491 Nafzger (Simpson, P and W) v British Equitable Assce Co (H Gover and Son
492 Javens (J B Sparke) v Lon Tilbury and Southend Ry Co (F. C Matthews and B) SJ
493 Zulneta (Freeman and B) v Easton (Cope and Co) SJ
494 Gwynne and Wife (W Whitfield) v Kent (W Dunkerton)
495 Jamieson (J R Baron) v Holliday (Tatton and Son)
496 Dalgairns (E Kimber) v Hersee (Trinder and R)
497 Wisdom (Paterson, Son and G) v Brown (Wright and P)
498 Wiggins (G C Sherrard) v Little (Stileman and N)
499 Clarke and anr (J Holmes and Son) v Piercy (Field, R and Co) SJ
500 Board and Wife (T Hark) v Wright (Clutton, H and Co)
501 Jacobs, Hart and Co (H Montagu) v Brown and Pank (Ellis, Son and C)
502 Weldon (In Person) v De Bathe (Maples, T and Co) SJ
503 Clarke (G Cordwell) v Civil Service Supply Assoc ld (Tathams and P)
504 Weldon (In Person) v Rudderforth (B H Van Tromp)
505 Weldon (In Person) v Winn (V H Van Tromp)
506 The Belgrave Brewery Co ld (Woodbridge and Sons) v Deere (C H Bryson)
507 Price and Co (Walker and M W) v Barrell (W E Goatly)
508 Wertheimer (Bircham and Co) v Mackay (Lewis and L) SJ
509 A Schotsmans (Venning, Sons and M) v London and Provincial Marine Insurance Co (Waltons, B and W)
510 Studley (Woodbridge and Sons) v Evans (J Nicholls and Co)
511 Hart (T R Apps) v Wright (Cole and R)
512 Read (Same) v Thorne (W Whitfield)
513 Kennedy (Rooke and Sons) v Lyell (J B Allan) SJ
514 Bounty (Philbrick and F) v Openshaw (Simpson, P and Co)
515 Logan (Smiles, B and O) v Astley (Bowker, P and Co)
516 Frost (E Wallis) v Bennett (R Chapman)

517 Foster's Parcels Express Co, ld (R H Sayle) v Newman (Johnson and W)
518 Molineux (Rundle and H) v Chappell (Walker, Son and Co)
519 Burnes (Bordman and Co) v Royal Mail Steam Packet Co (Wilson, B and C) SJ
520 Becker (J W Smart) v Manchester Lubricating Oil Co (R Vincent)
521 Hutchison (Miller and M) v Colorado, &c., Mining Co Ld (Brandons)
522 Wright (Shaen, R and Co) v Hanbury (Walls, A and M)
523 Baldry (Shepheard and Sons) v Bates
524 Day (Birchall, W and Co) v Bate and anr (J R Fox and Co)
525 May (W H B Pain) v Burnell (R Jackson)
526 Trower (in person) v Kemble (Maples, T and Co)
527 Ecclesiastical Commnrs for Eng. (White, B and Co) v Goodman (Spencer, G. and Co
528 Evans (Saxelby and F) v Austen (S Roberts) SJ
529 Coles and anr (L Heritage) v Civil Service Supply Assoc. Ld. (Tatham and P)
530 Witchell (M K Braund) v Jones (R E J Matthews)
531 De Teyron (R F Hill) v Waring (Cope and Co)
532 Lang (E A Swan) v Prout (J P Poncione, jun)

# COMPANIES.

## WINDING-UP NOTICES.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

EAST LONDON DISCOUNT AND GENERAL FINANCE COMPANY, LIMITED.—Petition for winding up, presented Nov 5, directed to be heard before Chitty, J., on Nov 15. Russel, Coleman st, solicitor for the petitioner

EBERLE'S HOTELS AND RESTAURANT COMPANY, LIMITED.—Petition for winding up, presented Nov 6, directed to be heard before Pearson, J., on Saturday, Nov 15. Smith and Co, Lancaster House, Savoy pl, agents for Snowball and Co, Liverpool, solicitors for the petitioner

MERIA MINING COMPANY OF CORSICA, LIMITED.—Petition for winding up, presented Nov 5, directed to be heard before Kay, J., on Nov 21. Blachford and Co, Abchurch lane, solicitors for the petitioner

"WYCLIFFE" STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented Nov 4, directed to be heard before Bacon, V.C., on Nov 15. Nash and Field, Queen st, agents for Hoyle and Co, Newcastle upon Tyne, solicitors for the petitioner

[*Gazette*, Nov. 7.]

BANBURY COLOUR AND PAINT COMPANY, LIMITED.—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cleveland Cox, 2, Temple st, Birmingham. Friday, Dec 19, at 11, appointed for hearing and adjudicating upon the debts and claims

DOMINION OF CANADA LAND AND COLONIZATION COMPANY, LIMITED.—Petition for winding up, presented Nov 11, directed to be heard before Bacon, V.C., on Saturday, Nov. 22. Miller and Miller, Sherborne lane, solicitors for the petitioners

FLOATING SWIMMING BATHS COMPANY. LIMITED.—Bacon, V.C., has by an order, dated Aug 13, appointed Charles Fitch Kemp, 8, Walbrook, to be official liquidator

M. W. OVENS AND COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 1, it was ordered that the company be wound up. Morice and Co, Serjeants' inn, Fleet st, solicitors for the petitioner

NORTHERN COUNTIES OF ENGLAND FIRE INSURANCE COMPANY, LIMITED.—Chitty, J., has fixed Thursday, Nov 20, at 12, at his chambers, for the appointment of an official liquidator

OSBORNE AND COMPANY, LIMITED.—The Vacation Judge has by an order, dated Oct 16, appointed Robert Payne, 34, Moorgate st, to be official liquidator

STANDARD STEAMSHIP COMPANY, LIMITED.—Chitty, J., has by an order, dated Oct 23, appointed Benjamin Smyrke, Sunderland, to be official liquidator. Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Jan 9, at 11, is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, Nov. 11.]

#### FRIENDLY SOCIETIES DISSOLVED.

BASFORD FRIENDLY SOCIETY, Red Lion Inn, Newton, Craven Arms, Shropshire, Nov 1

FRIENDLY UNION BENEFIT SOCIETY, Hercules Tavern, Great Queen st, Lincoln's inn fields. Nov 3

GUILD OF OUR LADY AND ST. JOSEPH'S BENEFIT SOCIETY, 22, Host st, Bristol. Nov 3

PRINCE OF WALES FRIENDLY SOCIETY, Albion Inn, Albion st, Hanley, Stafford. Nov 6

PRINCE OF WALES SICK AND BURIAL BENEFIT SOCIETY, 47, Temple st, Hackney rd. Nov 8

[*Gazette*, Nov. 11.]

# CREDITORS' CLAIMS.

## CREDITORS UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

AULT, SAMUEL, Edgbaston, Warwick, Gent. Dec 4. Ryland and Co, Birmingham

BACKWELL, BERTHA, Crediton, Devon, Seed Dealer. Dec 1. Sparks and Pope, Crediton

BENNETT, JOHN, Trench, Salop, Colliery Proprietor. Dec 1. Bidlake, Wellington

BENNETT, JOSEPH, Lambton rd, Hornsey, Retired Hairdresser. Dec 20. Redpath and Holdsworth, Bush lane

BORE, CHARLOTTE, Florence st, Islington. Jan 1. Drayton, Queen Victoria st

BOURNE, CHARLES, Binbrook, Lincoln, Farmer. Jan 1. Allisons and Allisons, Louth

BUCKLEY, JANE, Greenfield, York. Nov 22. Hextall, King st

DAVENPORT, WILLIAM BROMLEY, Belgrave pl, Esq. Dec 8. Lowe, Temple gdns, Temple

DE ZOETE, SAMUEL HERMAN, Pickhurst Mead, Hayes, Kent, Esq. Dec 15. Smith and De Zoete, Finsbury circus

EASTWOOD, OCTAVIUS ANSELMO, Greenheys, Manchester, Gent. Dec 4. Cooper and Sons, Manchester

GIBBONS, EDWARD ISAAC, Sefton Park, Liverpool. Dec 20. Evans and Co, Liverpool

GOWARD, GEORGE, West Bradenham, Norfolk, Farmer. Dec 1. Bavin and Daynes, Norwich

HIGGINSON, THOMAS, Westhill Huyton, near Liverpool, Rice Merchant. Nov 31. Grace and Co, Liverpool

HUDSON, GEORGE, Tavistock sq, Esq. Dec 17. Hilbery, Billiter st

KELHAM, EDWARD, Barkestone, Leicester, Cottager. Dec 24. Newcome Elborne, Nottingham

LIGHTBODY, MARY ANNE, Garston, nr Liverpool. Nov 30. Cleveland and Lightbody, The Outer Temple.

LLOYD, HENRY, Tranmere, Cheater, Butcher. Dec 1. Rawlings, Birkenhead

MILNER, CHARLOTTE HENRIETTA, Prince's gate. Dec 18. Baker, Great George street, Westminster

OSBECK, PETER, Newcastle upon Tyne, Merchant. Dec 20. Watson and Dendy, Newcastle upon Tyne

ROLFE, EDMUND NELSON, Morningthorpe, Norfolk, Clerk in Holy Orders. Dec 1. Overbury and Gilbert, Norwich

SMALL, MARTIN, Shapwick, Dorset, Yeoman. Dec 31. Druitt, Bournemouth

THOMPSON, THOMAS, North Shields, Marine Store Dealer. Dec 10. Dickinson and Miller, Newcastle upon Tyne

THOMPSON, WILLIAM, Hulme, Manchester, Gent. Feb 2. Crowther, Manchester

THURSON, ROBERT, Newcastle upon Tyne, Timber Merchant. Jan 1. Chantres and Youll, Newcastle upon Tyne

[*Gazette*, Nov. 7.]

## SALES OF ENSUING WEEK.

Nov. 19.—Messrs. ELOART, at 1 p.m., Law Fire Insurance Shares (see advertisement, Nov. 8, p. 18).

Nov. 19.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estate (see advertisement, Nov. 1, p. 4).

Nov. 20.—Messrs. E. & F. SWAIN, at the Mart, at 2 p.m., Freehold Property (see advertisement, Nov. 8, p. 19).

# LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

### FRIDAY, Nov. 7, 1884.

#### RECEIVING ORDERS.

Atkinson, Edward, Manchester, Engineer. Manchester. Pet Nov 3. Ord Nov 3. Exam Nov 24 at 12 30

Billing, Elias, Clayhidon, Devonshire, Blacksmith. Taunton. Pet Nov 4. Ord Nov 4. Exam Nov 18 at 2.30

Bradshaw, Edward, Nottingham, Plumber. Nottingham. Pet Nov 4. Ord Nov 4. Exam Dec 9

Braithwaite, Charles Henry, Briggate, Leeds, Photographer. Leeds. Pet Nov 4. Ord Nov 4. Exam Nov 25 at 11

Cawdle, Henry, Torquay, Watchmaker. Exeter. Pet Nov 3. Ord Nov 3. Exam Nov 19 at 11

Chapman, Lionel, Clopton, Suffolk, Farmer. Ipswich. Pet Nov 3. Ord Nov 3. Exam Nov 13 at 12

Coles, William Hollier, Shanklin, I.W., Hotel Keeper. Newport and Ryde. Pet Oct 27. Ord Nov 5. Exam Nov 21 at 10 at Townhall, Ryde

Collis, Thomas, Colwall, Herefordshire, Beerhouse Keeper. Worcester. Pet Nov 3. Ord Nov 3. Exam Nov 17 at 11

Cornelius, George, Formosa st, Maida vale, Bootmaker. High Court. Pet Sept 17. Ord Nov 4. Exam Dec 13 at 11 at 34, Lincoln's inn fields

Cresswell, Henry William, Leadenhall st, Merchant. High Court. Pet Sept 23. Ord Nov 4. Exam Dec 13 at 11 at 34, Lincoln's inn fields

Darlow, Mary, Southport, Lancashire, Fancy Goods Dealer. Preston. Pet Oct 10. Ord Nov 3. Exam Nov 21

Evans, Robert, Thorngate rd, St Peter's park, Builder. High Court. Pet Oct 18. Ord Nov 4. Exam Dec 12 at 11 at 34, Lincoln's inn fields

Foster, Richard, Pickworth, Lincolnshire, Farmer. Boston. Pet Oct 24. Ord Nov 5. Exam Dec 4 at 1

Griffiths, Henry Edward John, Leeds, out of business. Leeds. Pet Nov 5. Ord Nov 5. Exam Nov 25 at 11

Griffiths, Jabez, Wednesfield, nr Wolverhampton, Iron Dealer. Wolverhampton. Pet Nov 4. Ord Nov 4. Exam Nov 18

Griffiths, Samuel, Willenhall, Staffordshire, Iron Dealer. Wolverhampton. Pet Nov 5. Ord Nov 5. Exam Nov 24

Hobbs, Henry, Stockton on Tees, Jeweller. Stockton on Tees and Middlesborough. Pet Oct 20. Ord Nov 5. Exam Nov 19 at 10.30

Howard, J. B., Newgate st, Watch Dealer. High Court. Pet Oct 18. Ord Nov 4. Exam Dec 12 at 11 at 34, Lincoln's inn fields

Hume, James, Scarborough, Tinner. Scarborough. Pet Nov 4. Ord Nov 4. Exam Dec 9 at 12

Jones, Hugh, Aberystwith, Cardiganshire, Commission Agent. Aberystwith. Pet Nov 4. Ord Nov 4. Exam Nov 18 at 1

Lane, Francis Charles de Lona, Whissonsett Rectory, Norfolk, Clerk in Holy Orders. Norwich. Pet Nov 3. Ord Nov 3. Exam Nov 24 at 12 at Shirehall, Norwich Castle

Loftley, Charles, Colchester, Draper. Colchester. Pet Nov 4. Ord Nov 5. Exam Nov 28 at 11.30 at Townhall, Colchester

Mole, John Drake, St Thomas the Apostle, Devonshire, Grocer. Exeter. Pet Nov 3. Ord Nov 3. Exam Nov 19 at 11

Morgan, James, Wrington, Somersetshire, Farmer. Bristol. Pet Nov 5. Ord Nov 5. Exam Nov 27 at 12 at Guildhall, Bristol

Neal, Charles Benjamin, Coventry, Carpenter. Coventry. Pet Nov 3. Ord Nov 3. Exam Nov 24 at 3.30 at County Hall, Coventry

Northall, Benjamin, Barrow in Furness, Greengrocer. Ulverston and Barrow in Furness. Pet Oct 31. Ord Nov 5. Exam Nov 26 at 3

Orme, Matilda, Wolverhampton, Grocer. Wolverhampton. Pet Nov 3. Ord Nov 3. Exam Nov 18

Pack, Robert Gerard, Catford, Kent, Clerk. Greenwich. Pet Nov 3. Ord Nov 4. Exam Nov 25 at 1

Payne, John, Kettering, Northamptonshire, Plumber. Northampton. Pet Nov 4. Ord Nov 5. Exam Nov 26

Peters, Charles, Littledean, Gloucestershire, Collier. Gloucester. Pet Nov 3. Ord Nov 3. Exam Dec 2

Poll, George Riches, Brisley, Norfolk, out of business. Norwich. Pet Nov 1. Ord Nov 1. Exam Nov 24 at 12 at Shirehall, Norwich Castle

Ritson, William Alexander, Alvecote Priory, nr Tamworth, Warwickshire, Colliery Proprietor. Birmingham. Pet Nov 3. Ord Nov 3. Exam Nov 20 at 2

Rosenthall, E., Jewin st, Trimming Manufacturer. High Court. Pet Oct 27. Ord Nov 3. Exam Dec 16 at 11 at 34, Lincoln's inn fields

Sanders, John, Wetherby, Yorkshire, Farmer. York. Pet Nov 4. Ord Nov 4. Exam Nov 17

Smith, Charles Philip, Sydney st, Chelsea, Bar Law Student. High Court. Pet Oct 22. Ord Nov 3. Exam Dec 16 at 11 at 34, Lincoln's inn fields

Snowball, Thomas, Sunderland, Earthenware Manufacturer. Sunderland. Pet Nov 4. Ord Nov 4. Exam Nov 20 at 2.30

Sunderland, William, Rochdale, Lancashire, Clogger. Oldham. Pet Nov 4. Ord Nov 4. Exam Nov 11 at 12

Tutton, William, Bedminster, Bristol, Licensed Victualler. Bristol. Pet Oct 22. Ord Nov 3. Exam Nov 27 at 12 at Guildhall, Bristol

Vanderlyn, Barnet Joseph, Coventry, out of business. Coventry. Pet Oct 17. Ord Nov 3. Exam Nov 24 at 3 at County Hall, Coventry

Waddle, Joseph Dowson, South Shields, Tobacconist. Newcastle. Pet Nov 5. Ord Nov 5. Exam Nov 18

Wade, William James Tomes, and Augustus Richard Hawkins, High Holborn, Gun Makers. High Court. Pet Oct 15. Ord Nov 3. Exam Dec 16 at 11.30 at 34, Lincoln's inn fields

**Wallace, James Jeffryes, Gt St Helen's, Merchant.** High Court. Pet Aug 18. Ord Oct 17. Exam Nov 25 at 11.30 at 34, Lincoln's inn fields

**Waters, Samuel, Wolverhampton, Beerhouse Keeper.** Wolverhampton. Pet Nov 4. Ord Nov 4. Exam Nov 18

**Watson, J., Dynham rd, West Hampstead, Builder.** High Court. Pet Oct 9. Ord Nov 3. Exam Dec 16 at 11 at 34, Lincoln's inn fields

**Westwood, Jacob, Dudley, Slater.** Dudley. Pet Nov 3. Ord Nov 3. Exam Nov 20 at 11

**Williamson, Tom, St Margaret's terr, Kilburn, Grocer.** High Court. Pet Oct 17. Ord Nov 1. Exam Dec 16 at 11.30 at 34, Lincoln's inn fields

**Wilson, Charles Petchill, Leeds, Grocer.** Leeds. Pet Nov 5. Ord Nov 5. Exam Nov 25 at 11

**Woolliscroft, George, jun, Upper Thames st, Tile Merchant.** High Court. Pet Nov 1. Ord Nov 3. Exam Dec 16 at 11 at 34, Lincoln's inn fields

The following amended notice is substituted for that published in the London Gazette of Oct. 28, 1884.

**Harrison, Charles, and William Edward Harrison, Sheffield, Slaters.** Sheffield. Pet Oct 24. Ord Oct 25. Exam Nov 20 at 11.30

The following amended notice is substituted for that published in the London Gazette of Oct. 31, 1884.

**Whiley, Henry, Manchester, Sanitary Inspector.** Salford. Pet Oct 17. Ord Oct 29. Exam Nov 17 at 2

FIRST MEETINGS.

**Axton, Jesse, London rd, Enfield, Printer.** Nov 14 at 11at 28 and 29, St Swithin's lane

**Beer, FitzGeorge, Herne Hill, Surrey, Commercial Traveller.** Dec 2 at 11 at 33, Carey st, Lincoln's inn

**Billing, Elias, Clayhidon, Devonshire, Blacksmith.** Nov 18 at 12. Official Receiver, 9, Middle st, Taunton

**Bradshaw, Joseph, Fenton, Staffordshire, Builder.** Nov 27 at 2. Official Receiver, Nelson pl, Newcastle under Lyme

**Braithwaite, Charles Henry, Briggate, Leeds, Photographer.** Nov 17 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

**Cawdle, Henry, Torquay, Watchmaker.** Nov 17 at 2 at Queen's Hotel, Torquay

**Chamberlain, George, Ilfracombe, Devonshire, Hotel Keeper.** Nov 14 at 12.30, at Great Western Hotel, Ilfracombe

**Chapman, Lionel, Clopton, Suffolk, Farmer.** Nov 19 at 12. Official Receiver, 2, Westgate st, Ipswich

**Cohen, Benjamin, Edgware rd, Manager.** Nov 18 at 12 at 33, Carey st, Lincoln's inn

**Coleman, Edward John, Stoke Poges, Buckinghamshire, Esq.** Nov 18 at 12. Official Receiver, 109, Victoria st, Westminster

**Coles, William Hollier, Shanklin, I.W., Hotel Keeper.** Nov 17 at 2, at Hollier's Hotel, Shanklin, I.W.

**Collis, Thomas, Colwall, Herefordshire, Beerhouse Keeper.** Nov 17 at 10.30. Official Receiver, Worcester

**Edwards, George, Stamford, Lincolnshire, Draper.** Nov 14 at 12, at County Court, Peterborough

**Griffiths, Henry Edward John, Leeds, out of business.** Nov 17 at 3. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

**Griffiths, Jabez, Wednesfield, nr Wolverhampton, Iron Dealer.** Nov 17 at 10. Official Receiver, St Peter's close, Wolverhampton

**Griffiths, Samuel, Willenhall, Staffordshire, Iron Dealer.** Nov 19 at 10.30. Official Receiver, St. Peter's close, Wolverhampton

**Hatcher, Charles John, Ascot, Winkfield, Berkshire, Journeyman Carpenter.** Nov 22 at 10.30. Herbert and Son, 62, Peascod st, Windsor

**Haughton, Joseph, and Stoddart Pelle, Carlisle, Agricultural Implement Manufacturers.** Nov 17 at 2. 34, Fisher st. Carlisle

**Holloway, George Henry, Minories, Clock Dealer.** Nov 25 at 11. 33, Carey st, Lincoln's inn

**Lewis, Lewis T., Searle st, Lincoln's inn.** Nov 17 at 12. 33, Carey st, Lincoln's inn

**Mole, John Drake, Saint Thomas the Apostle, Devonshire, Grocer.** Nov 17 at 10. Castle of Exeter

**Morgan, James, Wrington, Somersetshire, Farmer.** Nov 27 at 3.45. Official Receiver, Bank chbrs, Bristol

**Nash, Joseph, New Cross, Kent, Plumber.** Nov 18 at 11. Official Receiver, 109, Victoria st, Westminster

**Neal, Charles Benjamin, Coventry, Carpenter.** Nov 17 at 10.30. Official Receiver, 46, Jordan well, Coventry

**Noel, George Hugh, Cardiff, Coal Agent.** Nov 17 at 3. Official Receiver, 2, Bute crescent, Cardiff

**Orme, Matilda, Wolverhampton, Grocer.** Nov 17 at 4. Official Receiver, St Peter's close, Wolverhampton

**Partridge, Francis, Cardiff, Grocer,** Nov 15 at 11. Official Receiver, 2, Bute crescent, Cardiff

**Perrett, George, Clevedon, Somersetshire, Grocer.** Nov 27 at 3. Official Receiver, Bank chbrs, Bristol

**Peters, Charles, Littledean, Gloucestershire, Collier.** Nov 15 at 4.45. Upper George Inn, Newnham

**Poll, George Riches, Brisley, Norfolk, out of business.** Nov 15 at 12. Official Receiver, Norwich

**Ritson, William Alexander, Alvecote Priory, nr Tamworth, Colliery Proprietor.** Nov 18 at 11 Official Receiver, Whitehall chbrs, Birmingham

**Sanders, John, Wetherby, Yorkshire, Farmer.** Nov 16 at 12. Official Receiver, York

**Shaw, Austin Stables, Siddall, near Halifax, Coal Merchant.** Nov 15 at 11. Official Receiver, Townhall chmbrs, Halifax

**Steffany, Fritz, Gilbert st, Grosvenor sq, Courier.** Nov 20 at 11. 32, Carey st, Lincoln's inn

**Sunderland, William, Rochdale, Lancashire, Clogger.** Nov 18 at 3.30. Townhall, Rochdale

**Solomon, Robert Lloyd, Liverpool, Book-keeper.** Nov 17 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

**Thompson, John Copley, Penrith, Cumberland, Wine Merchant.** Nov 17 at 12.30. 34, Fisher st, Carlisle

**Tutton, William, Bedminster, Bristol, Licensed Victualler.** Nov 27 at 3.15. Official Receiver, Bank chmbrs, Bristol

**Vanderlyn, Barnet Joseph, Coventry, out of business.** Nov 17 at 12. Official Receiver, 46, Jordan well, Coventry

**Waddle, Joseph Dowson, South Shields, Tobacconist.** Nov 18 at 12. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne

**Walters, Samuel, Wolverhampton, Beerhouse Keeper.** Nov 17 at 11.30. Official Receiver, St Peter's close, Wolverhampton

**Wilmot, Benjamin Sidney, Southwark st, Borough, Corn Merchant.** Nov 18 at 1. 33, Carey st, Lincoln's inn

**Wilson, Charles Petchill, Leeds, Grocer.** Nov 17 at 12. Official Receiver, St Andrew's chmbrs, 23, Park row, Leeds

The following Amended Notice is substituted for that published in the London Gazette of Nov 4.

**Harrison, Charles, and William Edward Harrison, Sheffield, Slaters.** Nov 12 at 11. Official Receiver, Fig Tree lane, Sheffield

ADJUDICATIONS.

**Adams, Frank, Sandown, I. W., Painter.** Newport and Ryde. Pet Oct 31. Ord Nov 1

**Barksbire, James, Reading, Watch Maker.** Reading. Pet Sept 26. Ord Oct 18

**Benning, Albert Frederick, Lincoln's inn fields, Solicitor.** High Court. Pet Aug 2. Ord Nov 3

**Billing, Elias, Clayhidon, Devonshire, Blacksmith.** Taunton. Pet Nov 4. Ord Nov 4

**Birkin, James, Withington, Gloucestershire, Farmer.** Cheltenham. Pet Oct 31. Ord Nov 4

**Bradshaw, Joseph, Fenton, Staffordshire, Builder.** Stoke upon Trent and Longton. Pet Oct 29. Ord Nov 5

**Braithwaite, Charles Henry, Briggate, Leeds, Photographer.** Leeds. Pet Nov 4. Ord Nov 4

**Bremner, George William, Plough Bridge, Rotherhithe, Chemical Manufacturer.** High Court. Pet Aug 13. Ord Nov 5

**Chapman, Lionel, Clopton, Suffolk, Farmer.** Ipswich. Pet Nov 3. Ord Nov 3

**Dring, William, sen., Long Bennington, Lincolnshire, Blacksmith.** Nottingham. Pet Oct 22. Ord Nov 5

**Dunsby, Charles, and George Sallis, Barnsley, Yorkshire, Tailors.** Barnsley. Pet Oct 3. Ord Oct 23

**Fane, Frederick Arthur, New Bond st, Gent.** High Court. Pet Aug 6. Ord Nov 1

**Forbes, James, Shoreditch High st, Ironfounder.** High Court. Pet Sept 20. Ord Nov 3

**Gill, Robert Thomas Lockwood, Reading, Butcher.** Reading. Pet Sept 30. Ord Nov 3

**Harrison, Charles, and William Edward Harrison, Sheffield, Slaters.** Sheffield. Pet Oct 24. Ord Nov 4

**Hewitt, George, Kirton in Lindsey, Lincolnshire, Butcher.** Gt Grimsby. Pet Oct 29. Ord Nov 3

**Hume, James, Scarborough, Yorkshire, Gasfitter.** Scarborough. Pet Nov 4. Ord Nov 5

**James, Evan, Beeston, Nottinghamshire, Builder.** Nottingham. Pet Oct 3. Ord Nov 4

**Jones, Hugh, Aberystwith, Commission Agent.** Aberystwith. Pet Nov 4. Ord Nov 4

**Maill, Albert, Girlington, Bradford, Yorkshire, Draper.** Bradford. Pet Oct 21. Ord Nov 5

**Moores, John, Macclesfield, Cheshire, Builder.** Macclesfield. Pet Oct 24. Ord Nov 4

**Northall, Benjamin, Barrow in Furness, Greengrocer.** Ulverston and Barrow in Furness. Pet Oct 31. Ord Nov 5

**Pane, Edward Richard, Birmingham, Brass Tube Manufacturer.** Birmingham. Pet Oct 22. Ord Nov 5

**Payne, John, Kettering, Northamptonshire, Plumber.** Northampton. Pet Nov 4. Ord Nov 5

**Perrett, George, Clevedon, Somersetshire, Grocer.** Bristol. Pet Oct 31. Ord Nov 5

**Peters, Charles, Littledean, Gloucestershire, Collier.** Gloucester. Pet Nov 3. Ord Nov 3

**Plowman, Frederick, Balham, Surrey, Builder.** Wandsworth. Pet Sept 10. Ord Nov 4

**Rosenthall, E., Jewin st, Trimming Manufacturer.** High Court. Pet Oct 27. Ord Nov 3

**Roy, George Pictairn, Gascoyne rd, Hackney, Coal Merchant.** High Court. Pet Aug 21. Ord Nov 5

**Taylor, Herbert Charles, Phillimore gardens, Kensington, Bank Clerk.** High Court. Pet July 25. Ord Nov 3

**Thomas, Alfred James, Morriston, nr Swansea, Bootmaker, Swansea.** Pet Oct 7. Ord Nov 3

**Tulley, Gerald Thomas, Preston, Sub Manager of Preston Banking Co. (Limd).** High Court. Pet July 28. Ord Nov 5

**Umpleby, Francis, West Hartlepool, Tailor.** Sunderland. Pet July 14. Ord Nov 5

**Woods, Richard Horsley, King's rd, Chelsea, Stationer.** High Court. Pet Oct 8. Ord Nov 1

**Wright, Frederick, Newcastle under Lyme, Draper.** Hanley, Burslem, and Tunstall. Pet Sept 10. Ord Nov 5

TUESDAY, Nov. 11, 1884.

RECEIVING ORDERS.

**Barton, John, and Robert Barton, Leeds, Corn Millers.** Leeds. Pet Nov 6. Ord Nov 6. Exam Nov 25 at 11

**Baum, John William, Brondesbury villas, Kilburn, Commission Agent.** High Court. Pet Nov 5. Ord Nov 5. Exam Dec 13 at 11 at 34, Lincoln's inn fields

**Bebington, Samuel, Windsor, Licensed Victualler.** Windsor. Pet Oct 28. Ord Nov 8. Exam Nov 29 at 11

**Bennett, William, Leeds, Boot Manufacturer.** Leeds. Pet Nov 6. Ord Nov 6. Exam Nov 25 at 11

**Bloomfield, Robert, Hove, Sussex, Builders' Merchant.** Brighton. Pet Nov 6. Ord Nov 7. Exam Nov 27 at 12

**Blower, Benjamin Samuel, Wolverhampton, Grocer.** Wolverhampton. Pet Nov 7. Ord Nov 8. Exam Nov 25

**Bradley, Henry, Gt Harwood, Lancashire, Joiner.** Blackburn. Pet Nov 7. Ord Nov 7. Exam Nov 25 at 11

**Clark, Charles Frederick, Brightling, Sussex, Miller.** Hastings. Pet Nov 6. Ord Nov 6. Exam Dec 8

**Colling, Robert, Stockton on Tees, Chemist.** Stockton on Tees and Middlesborough. Pet Nov 6. Ord Nov 6. Exam Nov 19

**Cook, Richard, Sheffield, Merchant.** Sheffield. Pet Aug 28. Ord Nov 6. Exam Dec 4 at 11.30

**Ellis, Joseph, South Ossett, Yorkshire, Rag Merchant.** Dewsbury. Pet Nov 6. Ord Nov 6. Exam Nov 18

**Garsed, David Benjamin, Elland, Yorkshire, Watchmaker.** Halifax. Pet Nov 3. Ord Nov 8. Exam Nov 26

**Good, Henry Ralph, and Edward Good, Cannon st, Wine Merchants.** High Court. Pet Nov 5. Ord Nov 6. Exam Dec 12 at 11 at 34, Lincoln's inn fields

**Hind, John, Nottingham, Joiner.** Nottingham. Pet Nov 8. Ord Nov 8. Exam Dec 9

**Hodgson, Richard King, Holme upon Spalding Moor, Yorkshire, out of business.** Kingston upon Hull. Pet Nov 7. Ord Nov 7. Exam Nov 24 at 11 at Court house, Townhall, Hull

**Holland, William Thomas, Leicester, Furniture Dealer.** Leicester. Pet Nov 6. Ord Nov 6. Exam Dec 3 at 10

**Howard, Heaton Clark, Lansdowne rd, Physician.** High Court. Pet Nov 6. Ord Nov 6. Exam Dec 12 at 11 at 34, Lincoln's inn fields

**Hughes, William, Sedgley, Staffordshire, of no occupation.** Dudley. Pet Nov 5. Ord Nov 5. Exam Nov 20 at 12

**Hunt, H., High st, Stoke Newington, Watch Maker.** High Court. Pet Sept Ord Nov 5. Exam Dec 12 at 11 at 34, Lincoln's inn fields

**Johnson, Alfred William, St Martin's lane, Charing Cross, Printer.** High Court. Pet Oct 24. Ord Nov 7. Exam Dec 12 at 11 at 34, Lincoln's inn fields

**Juby, John, Leicester., Fruit Salesman.** Leicester. Pet Nov 6. Ord Nov 6. Exam Dec 3 at 10

**Kelley, Edward, Middlesborough, Brush Manufacturer.** Stockton on Tees and Middlesborough. Pet Oct 31. Ord Nov 5. Exam Nov 19

**Kennell, Frank, Leicester, Boot Manufacturer.** Leicester. Pet Nov 8. Ord Nov 8. Exam Dec 3 at 10

**Kerr, Schomberg, Winchester, Lieutenant in the Rifle Brigade.** Winchester. Pet Sept 17. Ord Nov 6. Exam Dec 10 at 10

**Knight, Richard, West Smethwick, Staffordshire, Licensed Victualler.** Oldbury. Pet Nov 6. Ord Nov 6. Exam Nov 24

**Lait, Richard, Cirencester, Baker.** Swindon. Pet Nov 8. Ord Nov 8. Exam Dec 10

**Leadbetter, George, Southport, Lancashire, Greengrocer.** Liverpool. Pet Nov 7. Ord Nov 7. Exam Nov 20 at 11.30

**McDiarmid, Donald, Little Moorfields, Tailor.** High Court. Pet Oct 9. Ord Nov 7. Exam Dec 11 at 11 at 34, Lincoln's inn fields

Peuty, William, Skelton, nr York, Farmer. York. Pet Nov 8. Ord Nov 8 Exam Nov 25
Piers, Lady Alice, Blandford sq, Widow. High Court. Pet Oct 14. Ord Nov 7. Exam Dec 11 at 11 at 34, Lincoln's inn fields
Pedmore, Henry Robert Beresford, Pall Mall, Auctioneer. High Court. Pet Sept 27. Ord Nov 7. Exam Dec 11 at 11 at 34, Lincoln's inn fields
Reed, George, Nottingham, Lace Manufacturer. Nottingham. Pet Nov 6. Ord Nov 7. Exam Dec 9
Rice, James, Yardley, Worcestershire, Builder. Birmingham. Pet Nov 8. Ord Nov 8. Exam Dec 5
Tetlow, James Schofield, Oldham, Lancashire, Printer. Oldham. Pet Nov 8. Ord Nov 8. Exam Dec 4 at 12
Thompson, Christopher, Blackpool, Lancashire, Grocer. Preston. Pet Nov 8. Ord Nov 8. Exam Nov 21
Tustin, John, Willenhall, Staffordshire, Draper. Wolverhampton. Pet Nov 6. Ord Nov 6. Exam Nov 24
Wade, George, Acton st, Gray's inn rd, Cab Builder. High Court. Pet Nov 7. Ord Nov 7. Exam Dec 16 at 11.30, at 34, Lincoln's inn fields
Watson, Robert, Bootle, Lancashire, out of business. Liverpool. Pet Oct 24. Ord Nov 7. Exam Nov 20 at 11
Wilson, Ralph, Newcastle upon Tyne, Fancy Goods Dealer. Newcastle on Tyne. Pet Nov 7. Ord Nov 7. Exam Nov 18
Yapp, John, Runcorn, Cheshire, Flour Merchant. Warrington. Pet Oct 28. Ord Nov 6. Exam Nov 27

FIRST MEETINGS.

Adkins, Alfred James, Hadley, Hertfordshire, General Dealer. Nov 18 at 11. 28 and 29, St Swithin's lane
Atkinson, Edward, Manchester, Engineer. Nov 24 at 3. Official Receiver, Bridge st, Manchester
Bennett, William, Leeds, Boot Manufacturer. Nov 20 at 11. Official Receiver, 22, Park row, Leeds
Bradshaw, Edward, Nottingham, Plumber. Nov 18 at 2. Official Receiver, Exchange walk, Nottingham
Clark, Charles Frederick, Brightling, Sussex, Miller. Nov 19 at 1. Official Receiver, Townhall chmbrs, Hastings
Cohen, Albert, Warwick st, Pimlico, Fruiterer. Nov 20 at 2. 33, Carey st, Lincoln's inn
Colling, Robert, Stockton on Tees, Chemist. Nov 18 at 12. Official Receiver, 8, Albert rd, Middlesborough
Crane, William Clayton, South Audley st, Grosvenor sq, Hosier. Nov 20 at 12. 33, Carey st, Lincoln's inn
Darlow, Mary, Blackpool, Fancy Goods Dealer. Nov 19 at 11.30. Official Receiver, Bridge st, Manchester
Ellis, Joseph, South Ossett, Yorkshire, Rag Merchant. Nov 20 at 10. Official Receiver, Bank chbrs, Batley
Hobbs, Henry, Stockton on Tees, Jeweller. Nov 18 at 11.30. Official Receiver, 8, Albert rd, Middlesborough
Hodgson, Richard King, Holme upon Spalding Moor, out of business. Nov 18 at 11. Incorporated Law Society, Bow'alley lane, Hull
Holland, William Thomas, Leicester, Furniture Dealer. Nov 19 at 3. Official Receiver, 28, Friar lane, Leicester
Hughes, William, Sedgley, Staffordshire, no occupation. Nov 20 at 9.30. Official Receiver, Dudley
Hume, James, Scarborough, Tinner. Nov 18 at 11. Official Receiver, 74, Newborough st, Scarborough
Jones, Hugh, Aberystwith, Commission Agent. Nov 20 at 1.30. County Court Office, Aberystwith
Juby, John, Leicester, Fruit Salesman. Nov 20 at 12.30. Official Receiver, 28, Friar lane, Leicester
Kelley, Edward, Middlesborough, Brush Manufacturer. Nov 18 at 11. Official Receiver, 8, Albert rd, Middlesborough
Kerr, Schomberg, Winchester, Lieut. in Rifle Brigade. Nov 20 at 2. Official Receiver, 11, Jewry st, Winchester
Knight, Richard, West Smithwick, Staffordshire, Licensed Victualler. Nov 24 at 10.30. The Courthouse, Oldbury
Lane, Francis Charles De Lona, Whissonsett Rectory, Norfolk, Clerk in Holy Orders. Nov 21 at 12.30. Auction Mart, Tokenhouse yard
Leftley, Charles, Colchester, Draper. Nov 20 at 12. Townhall, Colchester
Polley, John, Coldham's Farm, Clavering, Essex, Farmer. Pet Oct 23. Ord Nov 6
Price, William Morgan, Cardiff, Draper. Nov 20 at 2. Official Receiver, 33, Carey st, Lincoln's inn
Ranken, John Smith, and James Ranken, Barnet, Hertfordshire, East India Merchants. Nov 28 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Rice, James, Yardley, Worcestershire, Builder. Nov 24 at 11. Official Receiver, Whitehall chmbrs, Colmore row, Birmingham
Smith, Frank, and James Smith, Dewsbury, Yorkshire, Yarn Spinners. Nov 19 at 10. Official Receiver, Bank chmbrs, Batley
Stevens, Samuel William, Dumbleton rd, Loughborough Junction, Corn Merchant. Nov 24 at 12. 33, Carey st, Lincoln's inn
Tetlow, James Schofield, Oldham, Lancashire, Printer. Nov 21 at 3. Official Receiver, Union st, Oldham
Tustin, John, Willenhall, Staffordshire, Draper. Nov 19 at 12. Official Receiver, St Peter's close, Wolverhampton
Westwood, Jacob, Dudley, Worcestershire, Slater. Nov 20 at 10. Official Receiver, Dudley
Wilson, Ralph, Newcastle on Tyne, Fancy Goods Dealer. Nov 18 at 2. Official Receiver, Westgate rd, Newcastle on Tyne
Yapp, John, Halton, nr Runcorn, Cheshire, Flour Merchant. Nov 19 at 11. Official Receiver, 2, Cairo st, Warrington

The following amended notice is substituted for that published in the London Gazette of the 7th November, 1884.

Sanders, John, Wetherby, Yorkshire, Farmer. Nov 18 at 12. Official Receiver, York

ADJUDICATIONS.

Barron, George, Brompton, Northallerton, Yorkshire, Farmer. Northallerton. Pet Sept 26. Ord Nov 6
Baston, Henry, Bradford, Lithographer. Bradford. Pet Sept 18. Ord Nov 7
Bennett, William, Leeds, Boot Manufacturer. Leeds. Pet Nov 6. Ord Nov 6
Betham, Alfred William, Luton, Bedfordshire, Straw Hat Manufacturer. Luton. Pet Oct 22. Ord Nov 7
Bidder, Charles Frederick, Wallington, Surrey, Solicitor. High Court. Pet Aug 9. Ord Nov 8
Burden, William Chesterton, Knighton, Leicestershire, Music Seller. Leicester. Pet Sept 3. Ord Oct 30
Cromack, Charles, Lockwood, nr Huddersfield, Woollen Merchant. Huddersfield. Pet Oct 23. Ord Nov 7
Ellis, Joseph, South Ossett, Yorkshire, Rag Merchant. Dewsbury. Pet Nov 6. Ord Nov 8
Esthop, George, Birmingham, Bone Button Manufacturer. Birmingham. Pet Oct 14. Ord Nov 6
Franklin, Oliver Henry, New rd, Wandsworth rd, out of business. Wandsworth. Pet Oct 20. Ord Nov 6
Garsed, David Benjamin, Elland, Yorkshire, Watchmaker. Halifax. Pet Nov 3. Ord Nov 8
Griffiths, Henry Edward John, Leeds, out of business. Leeds. Pet Nov 5. Ord Nov 6
Hartnoll, Charles John, Narrow st, Limehouse, Barge Builder. High Court. Pet July 25. Ord Nov 8
Hodgson, Richard King, Holme upon Spalding Moor, Yorkshire, out of business. Kingston upon Hull. Pet Nov 7. Ord Nov 7
Hughes, William, Sedgeley, Staffordshire, of no occupation. Dudley. Pet Nov 5. Ord Nov 7
Kelley, Edward, Middlesborough, Brush Manufacturer. Stockton on Tees and Middlesborough. Pet Oct 31. Ord Nov 5
Matthews, William Galloway, Lambeth hill, Queen Victoria st, Paper Dealer. High Court. Pet Sept 12. Ord Nov 7
Poll, George Riches, Brisley, Norfolk, out of business. Norwich. Pet Nov 1. Ord Nov 6
Polley, John, Clavering, Essex, Farmer. Cambridge. Pet Oct 23. Ord Nov 6
Poxon, Thomas Arthur, Nottingham, Labourer. Leicester. Pet Oct 16. Ord Nov 4
Sargent, Leonard, Milton rd, Ofiman. High Court. Pet Sept 12. Ord Nov 8
Shaw, Austin Stables, Siddall, near Halifax, Coal Merchant. Halifax. Pet Oct 21. Ord Nov 8
Smith, Frank, and James Smith, Dewsbury, Yarn Spinners. Dewsbury. Pet Oct 31. Ord Nov 8
Sunderland, William, Rochdale, Lancashire, Clogger. Oldham. Pet Nov 4. Ord Nov 8
Waddle, Joseph Dowson, South Shields, Tobacconist. Newcastle on Tyne. Pet Nov 5. Ord Nov 8
Wilson, Cheries Petchill, Leeds, Grocer. Leeds. Pet Nov 5. Ord Nov 6

*The Subscription to the* SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

*Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.*

## CONTENTS.

Shares in the Westminster and General Life Assurance Society.

MESSRS. GLASIER & SONS will SELL by AUCTION, at the MART, Tokenhouse-yard, on THURSDAY, NOVEMBER 27th, at TWO o'clock, in Eight Lots, EIGHTY SHARES of £50 each (£2 10s. paid) in the above old-established Association.

Particulars at the Mart; and of the Auctioneers, 41, Charing-cross, S.W.

HOLLOWAY.

By order of the Mortgagees.—Leasehold Ground-rents, amounting to £214 5s. 6d. a year, with early Reversions to the rack-rents, estimated at £1,900 a year.

MESSRS. GLASIER & SONS will SELL by AUCTION, at the MART, Tokenhouse-yard, on THURSDAY, NOVEMBER 27th, at TWO o'clock, in Seven Lots (unless previously disposed of by private contract), IMPROVED LEASEHOLD GROUND-RENTS, secured upon 10 houses and shops in Seven Sisters'-road; 17 houses in Gloucester and Devonshire roads; a Catholic Apostolic Church; 20 houses in Hercules-place and Bowman's-road; several sets of stabling and coachhouses, &c. Held for about 21 years, at nominal ground-rents.

Particulars of Messrs. Abbott, Jenkins, & Abbott, Solicitors, 8, New-inn, Strand, W.C.; Messrs. Merriman, Pike, & Merriman, Solicitors, 25, Austin-friars, E.C.; at the Mart; and of the Auctioneers, 41, Charing-cross, S.W.

RED LION SQUARE.

Absolute Reversion to Freehold Properties.

MESSRS. GLASIER & SONS will SELL by AUCTION, at the MART, Tokenhouse-yard, on THURSDAY, NOVEMBER 27, at TWO o'clock, in One Lot, the ABSOLUTE REVERSION, on the death of a gentleman, aged 58, to the valuable FREEHOLD BUSINESS PREMISES, No. 31, Red Lion-square, No. 28, Red Lion-street, and No. 2, Prince's-street, let on lease at rents amounting to £259 per annum; and to a Leasehold Residence, at Stamford-hill, known as Stamford-hill-house.

Particulars of Messrs. Abbott, Jenkins, & Abbott, Solicitors, 8, New-inn, Strand, W.C.; at the Mart; and of the Auctioneers, 41, Charing-cross, S.W.

KENSINGTON.

No. 1, Clarendon-road.—By order of the executors of Lieut.-Col. James Roxburgh, deceased.—The above excellent detached Family Residence, standing in its own grounds (walled in on all sides), including tennis lawn and ample room for the erection of stabling, in a retired and highly-fashionable neighbourhood, close to Kensington Gardens, the Museums, and Albert Hall. It contains a centre entrance hall, dining room, drawing room opening into conservatory, handsome spacious studio with north light, or suitable for a billiard room and study, six principal bed chambers and ante room on first floor, with two large attic bed rooms above, and two sleeping rooms, with front and back staircases, most ample domestic offices, including kitchen, pantry, scullery, housekeeper's room, larder, extensive wine, beer, and coal cellars, &c.; also potting, tool, and summer houses. The property, which was recently and for many years occupied by the owner, possesses an important frontage of 70 feet, with a depth of 116 feet, and presents the unusual opportunity of acquiring a good West-end house, with attractive and secluded grounds, in a favourite position. With possession.

MR. H. C. NEWSON will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on MONDAY, NOVEMBER 24, at TWO precisely, the above very eligible PROPERTY, held for an unexpired term of 47½ years from Michaelmas last, at the low ground-rent of £15 15s. per annum.

May be viewed, and particulars and conditions of sale obtained of Messrs. Prior, Bigg, Church, & Adams, Solicitors, 61, Lincoln's-inn-fields, W.C.; and of Mr. H. C. Newson, Land Agent and Surveyor, 57, Lincoln's-inn-fields, W.C.

LAW FIRE INSURANCE SHARES.

MESSRS. EILOART will SELL by AUCTION, on WEDNESDAY, NOVEMBER 19, at ONE o'clock precisely, in Lots of Five Shares each, SIXTY SHARES in the above Society.

Particulars of Messrs. Carlisle & Ordell, Lincoln's-inn, Solicitors, or of the Auctioneers, 40, Chancery-lane, W.C.

MESSRS. JOHNSON & DYMOND beg to announce that their sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week Saturday excepted.

CITY LEASEHOLDS.—Messrs. ROBERTS & BARNARD, Auctioneers and Surveyors, can Offer for Sale some unusually good long Leasehold Investments, to pay from 6 to 6½ per cent., all let on repairing leases. Purchase-money from £1,500 to £20,000.—Apply at their Offices, 53 and 54, Chancery-lane, W.C.

CITY FREEHOLDS.—Several First-class Freehold Properties for Sale, in and on the borders of the City; all let upon lease to most substantial firms; purchase-money from £2,800 to £24,000; well suited for trustees and investors.—For particulars apply to Messrs. ROBERTS & BARNARD, Surveyors and Auctioneers, 53 and 54, Chancery-lane, W.C.

FREEHOLD GROUND-RENTS.—£125 per annum at 22 years' purchase; £170, £1,900, at 22½; £35 at 23; £150, £300, at 23½; £51, £112, £160, at 24; £350 at 24½; £200 at 25; £76 at 26. Also list of 100 different lots, gratis, of Messrs. BEKEN, 2, Circus-place, E.C. Telephone No. 395.

MORTGAGE.—Wanted, £1,700 on Pair of Freehold Houses of superior build.—Apply, 99, Office of "Solicitors' Journal," 27, Chancery-lane, W.C.

TO SOLICITORS and Others. — Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts).—Apply to Messrs LAUNDY & Co., Chartered Accountants, on the premises.

TO SOLICITORS and Others.—Offices in Bedford-row, adapted to the use of a Firm.—To be LET, the Ground Floor of one of the best houses, comprising four good rooms, all communicating, and a strong room. They are fitted with speaking tubes and numerous fixtures, have just been thoroughly done up, and are ready for immediate occupation. Rent £150 per annum, to include rates and taxes.—For further particulars apply to E. BROMLEY, 43, Bedford-row, London, W.C.

OFFICES to LET (opposite Royal Courts of Justice).—Grecian-chambers, Devereux-court, Temple, W.C., all newly decorated, at moderate rentals; ground-floor lately in occupation of Ambrose Haynes, Esq., Solicitor, deceased, £75; one room, ditto, £35; two rooms, second floor, £45.—Apply to the Agent, Mr. WM. TRACY RICHARDSON, on the premises as above.

MESSRS. PUTTICK & SIMPSON, Literary and Fine Art Auctioneers, 47, Leicester-square, London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 17, and that their warehouses are open daily for the reception of goods consigned to them for sale.

Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

PERILS ABOUND ON EVERY SIDE.

THE RAILWAY PASSENGERS' ASSURANCE COMPANY,

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Insures against Accidents of all kinds, on Land or Water, and has

THE LARGEST INVESTED CAPITAL,
THE LARGEST INCOME,
And pays Yearly
THE LARGEST AMOUNT OF COMPENSATION

of any Accidental Assurance Company.

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Apply to the Clerks at the Railway Stations, the Local Agents, or

West-end Office:—8, GRAND HOTEL BUILDINGS, CHARING CROSS,
Or at the
Head Office:—64, CORNHILL, LONDON, E.C.
WILLIAM J. VIAN, Secretary.

THE ECONOMIC LIFE ASSURANCE SOCIETY (Established 1823), 6, NEW BRIDGE-STREET, BLACKFRIARS, LONDON, E.C., affords Mutual Assurance with perfect security without individual liability.

THE FUNDS now amount to £3,619,661, and Annual Income to £377,000.

The Directors having carefully revised their rates for non-participating assurances, Policies may now be effected at proportionately low rates of premium, Without Profits.

The attention of those who desire to effect Policies, at the *lowest present cost*, is invited to the Society's new Prospectus.

BONUS POLICIES.

RATES OF PREMIUM.—From 9 to 26 per cent. less than those charged by other Life Offices.

RESULTS OF ECONOMICAL MANAGEMENT.—Large Bonuses have been declared. Instances are on record of Policies having been trebled by Bonuses.

DIVISION OF PROFITS.—By the mode of dividing the profits, Policies are not only valuable as a provision in case of early death, but become *increasingly valuable as an investment in old age*.

SPECIMENS OF POLICIES IN FORCE AT VALUATION, 1883.

| Policy effected in the Year | Age at Entry | Sum originally Assured. | Bonus to 1883 inclusive. | Total Sum Assured. | Percentage of Bonus on Premiums paid. | Surrender Value of Policy and Bonus. | Equivalent Free Policy including Bonus to 31st Dec., 1883. |
|---|---|---|---|---|---|---|---|
| | | £ | £ | £ | £ s. d. | £ s. d. | £ s. d. |
| 1824 | 32 | 1,000 | 2,013 | 3,013 | 145 1 8 | 2,491 0 0 | 2,927 0 0 |
| 1829 | 29 | 500 | 604 | 1,104 | 102 14 10 | 782 10 0 | 1,039 0 0 |
| 1834 | 31 | 600 | 656 | 1,256 | 98 5 0 | 832 16 0 | 1,157 0 0 |
| 1839 | { 43 | 300 | 184 | 484 | 94 18 8 | 357 0 0 | 453 0 0 |
| | { 30 | 1,000 | 844 | 1,844 | 84 15 5 | 1,264 10 0 | 1,621 0 0 |
| 1844 | { 49 | 1,000 | 951 | 1,951 | 79 11 8 | 1,335 12 0 | 1,739 0 0 |
| | { 30 | 1,000 | 689 | 1,689 | 77 16 10 | 853 16 0 | 1,404 0 0 |
| 1849 | { 45 | 2,000 | 1,716 | 3,716 | 68 6 5 | 2,286 0 0 | 3,192 0 0 |
| | { 30 | 500 | 267 | 767 | 68 19 0 | 399 6 0 | 585 0 0 |
| 1854 | { 47 | 5,000 | 3,250 | 8,250 | 55 15 10 | 4,972 6 0 | 6,614 0 0 |
| | { 25 | 500 | 189 | 689 | 64 12 0 | 310 6 0 | 433 0 0 |
| 1859 | { 51 | 5,000 | 3,123 | 8,123 | 45 15 5 | 4,367 16 0 | 6,122 0 0 |
| | { 29 | 1,000 | 360 | 1,360 | 49 17 5 | 500 6 0 | 680 0 0 |
| 1864 | { 52 | 1,000 | 370 | 1,370 | 39 6 5 | 566 8 0 | 871 0 0 |
| | { 28 | 500 | 124 | 624 | 47 2 10 | 185 6 0 | 330 0 0 |
| 1869 | { 45 | 4,000 | 876 | 4,876 | 40 13 10 | 1,297 14 0 | 2,276 0 0 |
| | { 30 | 4,000 | 687 | 4,687 | 51 15 0 | 715 10 0 | 1,723 0 0 |
| 1874 | { 40 | 2,000 | 497 | 2,497 | 44 17 0 | 494 0 0 | 1,023 0 0 |
| | { 25 | 2,000 | 227 | 2,227 | 38 4 0 | 189 2 0 | 254 0 0 |

The CONDITIONS will be found most liberal as regards—SURRENDER VALUES, FULLY PAID-UP POLICIES, REINSTATEMENT OF LAPSED POLICIES, LOANS ON THE SOCIETY'S POLICIES, LIMITS OF FREE RESIDENCE, WHOLE-WORLD POLICIES, PAYMENT OF CLAIMS.

SPECIAL NOTICE.

Policies dated in the current year (1884) will participate at the next Division of Profits FOR THE WHOLE FIVE YEARS. Proposals must be sent in before the close of the Books for the Year.

Prospectuses may be obtained on application to the Secretary.

UNIVERSITY OF LONDON.

The following are the dates at which the several EXAMINATIONS in the UNIVERSITY OF LONDON for the year 1885 will COMMENCE:—

MATRICULATION.—Monday, January 12, and Monday, June 15.

BACHELOR OF ARTS.—Intermediate, Monday, July 20.
B.A., Monday, October 26.

MASTER OF ARTS.—Branch I., Monday, June 1; Branch II., Monday, June 8; Branch III., Monday, June 15.

DOCTOR OF LITERATURE.—Intermediate, Monday, June 1.
D.Lit., Tuesday, December 1.

SCRIPTURAL EXAMINATIONS.—Tuesday, December 1.

BACHELOR OF SCIENCE.—Intermediate, Monday, July 20.
B.Sc., Monday, October 19.

DOCTOR OF SCIENCE.—Within the first twenty-one days of June.

BACHELOR OF LAWS.—Intermediate } Monday, Jan. 5.
LL.B. }

DOCTOR OF LAWS.—Tuesday, January 20.

BACHELOR OF MEDICINE.—Preliminary Scientific, Monday, July 20.
Intermediate, Monday, July 27.
M.B., Monday, November 2.

BACHELOR OF SURGERY.—Tuesday, December 8.

MASTER IN SURGERY.—Monday, December 7.

DOCTOR OF MEDICINE.—Monday, December 7.

SUBJECTS RELATING TO PUBLIC HEALTH.—Monday, December 14.

BACHELOR OF MUSIC.—Intermediate, Monday, December 14.
B.Mus., Monday, December 21.

DOCTOR OF MUSIC.—Intermediate, Monday, December 14.
D.Mus., Monday, December 21.

ART, &C., OF TEACHING.—Tuesday, March 3.

The Regulations relating to the above Examinations and Degrees may be obtained on application to "The Registrar of the University of London, Burlington Gardens, London, W."

ARTHUR MILMAN, M.A., Registrar.

November 14th, 1884.